



COLLECTIVE AGREEMENT

between

Bowater

Canadian Forest Products Inc.

(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

September 1, 2005 – November 30, 2009

00033(08)

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ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining in respect to hours, wages, working conditions and living conditions as specified in Article X of this agreement, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. This Agreement, moreover, seeks to provide for fair and peaceful adjustments of disputes. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively, for the advancement of the conditions set forth herein.

The use of masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE II - PERIOD

2.01 The Company and the Union agree one with the other that they will abide by the Articles of this Agreement from September 1, 2005 to November 30, 2009, inclusive, and from year to year thereafter unless either party desires to change or terminate the Agreement, in which case the party desiring the change or termination shall notify the other party, in writing, at least sixty (60) days prior to September 1st of the particular year that such is its desire. Either party opening the Agreement in the manner provided above shall notify the other party, in writing, as to the changes desired.

ARTICLE III - RECOGNITION-JURISDICTION

3.01 (a) The Company recognizes the Union as the sole collective bargaining agency for all of its employees who are engaged in woods operations on the limits, and on the work sites, of the Company. For purposes of this article, Company employees shall be all those employed in the job classifications set out in the wage schedule attached to and forming a part of this Agreement, including those who are employed on job classifications which may be established and become part of the attached wage schedule during the term of this Agreement.

- 3.01 (b) The employees of contractors engaged by the Company on the limits and work sites of the Company shall be considered employees within the terms of this Agreement; save and except the employees of contractors and/or the contractors who are engaged to perform occasional special services not commonly performed by employees covered by the terms of this Agreement, employees of contractors where such contractors are engaged for the purpose of erecting structures and where such a contractor is bound by an Agreement with a union or unions affiliated with a central labour body covering such work.
- 3.01 (c) The Company and the Union agree that an operator who enters into a third party agreement with the Company and the Ministry of Natural Resources, and produces forest products for the Company or any of the negotiating companies, shall have an agreement with the Union covering such operations.
- 3.02 Supervisory personnel, which includes contractors whose employees are considered to be employees under this Agreement, shall not perform work which would normally be a function of an employee in the job classifications covered by this Agreement, except when instructing employees and in cases of emergency which involves physical danger to employees or danger to property.
- 3.03 It is agreed that Company operations shall not be interrupted as a result of any jurisdictional dispute that may arise between the Union and any other union. Questions of jurisdiction shall conform to the regulations covering such matters in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE IV - RATES AND CLASSIFICATIONS

- 4.01 The wage schedule is attached hereto and forms a part of this Agreement.
- 4.02 If during the life of this Agreement a change in job content occurs in any job classification listed in the attached Wage Schedule, the rate thereto shall be adjusted by negotiations between the parties. Upon failure to reach agreement the

matter may be referred to Stage 3 of the Grievance Procedure.

- 4.03 When changes are to be made in operating methods, including major **alterations** in established work patterns requiring the establishment of new job classifications, the Company will give the Union at least thirty (30) days advance notice in writing.

During the thirty (30) day period prior to the implementation of such changes, upon request by the Union, the Company will meet with the Union and discuss such changes.

For the new job classifications the Company shall set temporary rates. Any such rates will be based on comparison with prevailing rates for similar and/or related occupations in the wage schedule of the negotiating companies,

Following the implementation of such changes, negotiations for rates covering the new job classifications resulting from such changes shall commence without delay.

After agreement is reached such rates shall become part of the attached Wage Schedule.

In the event that the parties do not reach agreement on the rates for the new classifications within thirty (30) days of the effective date of the change or **alteration**, the matter may be referred to Stage 3 of the Grievance Procedure. The thirty (30)-day period may be extended by mutual consent of the parties.

New rates, when established, shall be retroactive to the date of establishment of the new classifications.

- 4.04 The Company agrees that when a rate for a job classification is or becomes part of the attached Wage Schedule, the Company will not change the method of payment for such job Classification from daywork to piecework or vice versa if such a change adversely affects the average earnings of the employees concerned.

ARTICLE V - UNION MEMBERSHIP

- 5.01 The Company agrees that it is in favour of its employees covered by this Agreement becoming members of the Union and will facilitate Union membership solicitation as hereinafter provided.
- 5.02 (a) Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement. In the event of the Union intending to suspend a member, the Company shall be notified in writing at least seven (7) days before such suspension.
- 5.02 (b) Non-union persons hired by the Company after notifying the Union Office of the requirements and no Union members are available who are qualified, shall not be bumped by Union members when they become available.
- 5.02 (c) When hiring employees the Company will give preference to Union members who apply and who are capable of doing the work required of them. The Company shall, after complying with Article XII, advise the Union from time to time of the Company's labour requirements. The Company shall furnish the Union Office and the Union Steward with a list of new employees arriving in camp each week. The Union agrees to reinstate an employee who has been suspended only for non-payment of Union dues during a layoff upon such an employee being recalled in accordance with Article XII.
- 5.02 (d) New employees shall make application to join the Union when first approached to do so by a duly authorized Union Steward, Official or Representative. The Company shall upon hiring advise all new employees by letter, with a copy to the Union Steward, to report to ~~the~~ Steward within ten (10) days of commencing work. Failure of an employee to comply with the conditions herein shall be cause for immediate termination of employment,

- 5.02 (e) The Company shall put employees on check-off at the time of hire or return to work and deduct the Union's monthly membership dues from monies due him.
- 5.03 The Company agrees for an individual employee who is a member of the Union or becomes a member, to deduct upon his written request, union initiation fees, assessment and/or monthly membership dues from monies due him. The deduction authorization shall be transferred from camp to camp during the course of his employment.
- 5.04 Remittances of all deductions shall be sent to the Local Union; said remittances to be accompanied by itemized lists in alphabetical order (first letter only) in duplicate, of names, with at least one Christian name and amounts by camps. The Company will endeavour to deliver these lists as soon as possible, but no later than the end of the following month. The Company shall include on each employee's Income tax slip (T-4) the amount of Union dues deducted in the calendar year.
- 5.05 Representatives carrying proper credentials shall have the right to visit all operations in connection with Union business as it pertains to the Company's operations and shall report to the Camp Foreman or clerk on arrival at camp. Credentials carried by the Union representatives shall consist of a Certificate of Authority signed by the President and Secretary of the Local Union. Said representative to be provided board and lodging, if available, on the Company premises at the prevailing contract rate.
- 5.06 The Local Union shall furnish the Company with a list of Local Officers and Representatives, and shall amend these lists as changes occur.
- 5.07 The Company will furnish a list of supervisory personnel to the Union Office at the start of the contract year and amend it, if required, at the end of each month. The amended list will show the effective date of the changes. Failure to advise the Union of such changes will not in any way affect the authority of Company supervisors.

ARTICLE VI - VACATION WITH PAY

- 6.01 (a) Vacation Pay shall be paid to each employee by direct deposit to be issued at the time of termination of employment or, at the employee's option, at the time of lay-off, or when vacation is taken.

Any accumulated vacation pay not used prior to year-end will **be** paid out annually on the last payroll of the year, provided the employees not on layoff or Weekly Indemnity **(WI)**.

- 6.01 (b) Each 2% increment of Vacation Pay entitles an employee to one (1) week of time-off.

An employee who has worked continuously for one (1) year, must take his full entitlement to time off, at a time or times satisfactory to himself and his Supervisor.

An employee has the right to take his full entitlement to time-off, whether or not **he** has worked continuously for one (1) year, at a time or times satisfactory to himself and his Supervisor.

- 6.02 Vacation with Pay credits shall be paid on the following basis:

- (a) 4% of gross earnings for employees who have worked **less** than eight hundred (800) days.
- (b) 6% of gross earnings for employees who have worked eight hundred (800) days or more but **less** than two thousand (2,000) days.
- (c) 8% of gross earnings for employees who have worked two thousand (2,000) days or more but **less** than four thousand (4,000) days.
- (d) 10% of gross earnings for employees who have worked four thousand (4,000) days or more but **less** than five thousand four hundred (5,400) days.
- (e) 12% of gross earnings for employees who have worked more than five thousand four hundred (5,400) days.

- (f) In calculating the above vacation entitlements, the following will also apply:

Effective **September 1, 2006** change seventy dollars (\$70.00) to seventy-five dollars (\$75.00).

Effective **September 1, 2008** change seventy-five dollars (\$75.00) to eighty dollars (\$80.00).

Supplementary Vacation with Pay –

Employees who have worked more than five thousand (5,000) days for the Company shall receive the following additional vacation in the calendar year in which they attain:

- Age 60 – one (1) week (2% of gross earnings)
- Age 61 – two (2) weeks (4% of gross earnings)
- Age 62 – three (3) weeks (6% of gross earnings)
- Age 63 – four (4) weeks (8% of gross earnings)
- Age 64 – five (5) weeks (10% of gross earnings)

- 6.03 Days worked for the purposes of this Article shall mean all days worked, plus working days which normally would have been worked but were lost as a result of sickness or injury certified by a licensed physician, dentist or chiropractor, and all days on temporary leave of absence on Union business, or on off-the-job training, vacation, Holidays with pay, jury duty, subpoenaed witness and bereavement leave. An employee who has established seniority in accordance with Section 12.02 of Article XII shall retain his accumulation of days for his rate of vacation pay for as long as he retains seniority rights with the Company.

ARTICLE VII - HOLIDAYS WITH PAY

- 7.01 Employees who qualify under Section 12.02 shall be paid without the performance of work for the following holidays: New Year's Day; Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

When any of the above holidays fall on Saturday, it shall be observed on the preceding Friday, and if the holiday falls on Sunday, it will be observed on the following Monday.

Employees who have accumulated one hundred and twenty (120) days worked, as specified in Section 6.03, will be granted two (2) floating holidays per year. Such holidays will be taken at a time satisfactory to the employee and his supervisor.

An employee who by reason of lay-off is prevented from taking his floating holidays shall receive pay in lieu of such holidays.

- 7.02 (a) An employee, who qualifies under Section 12.02, who works any of the available work days within the thirty (30) day period immediately prior to the holiday and does not leave work sooner than two (2) days before the holiday and is ready for work on the morning of the second day after the holiday, unless his return to work on time is prevented by circumstances beyond his control, shall receive pay for the holiday unless he quits during the thirty (30) day period immediately prior to the holiday.

An employee, who desires to leave prior to the holiday and is ready for work for the second (2nd) day following the holiday, shall make reasonable arrangements with the Company prior to leaving, unless other arrangements have been agreed to between the Company and Union either at Camp level or at Management level.

- 7.02 (b) If an employee, who qualifies under Section 12.02 and who works any of the available work days within the thirty (30) days immediately prior to the holiday, is on authorized leave of absence other than as provided in 7.03 when the holiday occurs, he shall receive holiday pay for the first holiday that occurs during his absence, provided he returns to work on time, unless his return to work on time is prevented by circumstances beyond his control.

- 7.02 (c) An employee, who qualifies under Section 12.02, who is obliged to cease work due to a lay-off during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such thirty (30) day period.

- 7.02 (d) An employee, who qualifies under Section 12.02, who is obliged to cease work due to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday shall receive holiday pay for the holiday(s) within such twenty-one (21) day period.
- 7.02 (e) If an employee who qualifies under Section 12.02 is recalled and works any time during the fourteen (14) calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.
- 7.02 (f) An employee who qualifies under Section 12.02 and is on vacation shall be entitled to holiday pay and additional time off for any holidays occurring within such vacation period.
- 7.03 A special leave of absence shall be granted to a qualified employee who must travel a long distance to be home for Christmas, in which event such an employee will receive pay for the holidays provided he returns on time. Any request for such leave of absence must be made to the Camp Foreman no later than December 1st. Where an employee is prevented by circumstances beyond his control from returning to work on time, he shall be paid for the holidays.
- 7.04 (a) If qualified, a pieceworker will be paid at the rate of Feller (Tree Length Skidding) for the holiday, and a day worker shall be paid a day's pay at his or her regular rate for the holiday.
- 7.04 (b) A day worker who is requested to work on any holiday shall be paid for all time worked at the rate of time and one-half (1/2) his regular rate for the first eight (8) hours of work and at the rate of double time after eight (8) hours of work, and, if qualified, in addition, shall receive one (1) day's pay at such regular rate in lieu of the holiday.
- 7.04 (c) A pieceworker who is requested to work on a holiday shall receive his earnings plus one-half day at the Feller (Tree Length Skidding) rate and, if qualified,

shall receive in addition one day at the Feller (Tree Length Skidding) rate.

Doubletime will be paid after eight (8) hours of work on a holiday.

ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

- 8.01 (a) It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. To this end it is agreed that periodic meetings will be held between the Company and the Union to discuss the interpretation and administration of this Agreement.
- 8.01 (b) It is agreed that no grievance shall be processed which usurps the rights of Management.
- 8.01 (c) It is generally understood that an employee has no grievance until he has given his Foreman an opportunity to adjust his complaint. This may be done during working hours.
- 8.02 (a) The Union shall arrange for the election from its working membership at each camp, by the members therein, of a Union Grievance Committee of three (3), headed by a Union Steward who shall act as spokesman for the Committee. In the absence of the Steward the Company will recognize a delegated member of the Grievance Committee as spokesman. Immediately after an election, the Union Grievance Committee in the camp will notify the foreman in writing as to the names of the Union Steward and the members of the Union Grievance Committee elected and the foreman will acknowledge in writing the receipt of such notice. The Company foreman shall not be required to recognize either the Union Steward or the Union Grievance Committee until such time as this procedure is carried out.
- 8.02 (b) It is agreed that there shall be no discrimination exercised in any manner towards the Stewards or Union Grievance Committee men.

- 8.02 (c) Any notice of disciplinary action shall be given in writing to the employee with a copy to the Union and all such notices shall be removed from the employee's record after a period of (24) consecutive months from the date of issue.
- 8.03 A grievance under the provisions of this Agreement is defined to be any differences between the parties or between the Company and employees covered by this Agreement involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.
- 8.04 Grievances as defined above may be taken by the employee, by the Union Steward or the Union representative having jurisdiction directly to the employee's immediate supervisor for adjustment outside of working hours. The grievance shall be presented without undue delay. Any grievance submitted to the Front Line Supervisor, in accordance with this procedure, in writing, will be disposed of by the Front Line Supervisor in writing. Where a grievance has been submitted in writing, it will be dealt with in writing at all stages thereafter. Failing a satisfactory adjustment within five (5) days, then,

STAGE 2 - The matter shall be taken up by the Union Grievance Committee and/or Union Representative with the Operations Superintendent or their designate within five (5) days, in writing, on forms to be supplied by the Union. The Operations Superintendent or their designate shall make a reply in writing within a further five (5) days. Failing a satisfactory adjustment, then,

STAGE 3 - The matter shall be taken up by the Officers of the Local Union and/or their representatives with the Area Manager or their designate. Failing a settlement within ten (10) days, then,

STAGE 4 - The matter shall be referred to the Vice President of Woodlands or his designate and a Union Committee accompanied by the Union's President or his representative. Failing a settlement within fifteen (15) days, then,

STAGE 5 - Either party may, within the following fifteen (15) days, refer the matter to arbitration or as an alternative if both parties agree, the matter may be resolved through binding mediation.

- 8.05 A grievance arising from a claim by an employee that his discharge or suspension by the Company was unjust or contrary to the terms of this Agreement, must be dealt with in writing by both parties, and must be presented to the Company not later than ten (10) days after the discharge or suspension becomes effective. When such an employee's grievance is not processed from the first stage before he leaves the camp, it must be processed starting at the third stage of the grievance procedure. In case of discharge, or suspension by the Company, the Company will immediately notify the employee in writing of the reason for such discharge or suspension. A copy of such notice shall be submitted to the Union Steward within twenty-four (24) hours. In the event that an employee is found by an Arbitration Board to have been unfairly discharged, or suspended by the Company, the Company agrees that the employee will be reinstated on his job under terms and conditions decided by the Arbitration Board.
- 8.06 Grievances which involve Company policy in respect to Interpretation, application, administration, or alleged violation of the Agreement, may be processed commencing at Stage 3 of this Grievance Procedure.
- 8.07 If the Company has a grievance as defined in Section 8.03 it shall commence at Stage 3 of this Grievance Procedure by the Woods Manager or his representative presenting the matter in writing to the Officers of the Union. Failing satisfactory settlement within seven (7) days, then the matter shall be referred to the President of the Union or his representative by the Vice-president, Woodlands of the Company or his representative. Failing a settlement within fifteen (15) days, then either party may within the following fifteen (15) days refer the matter to Arbitration.
- 8.08 In arbitration the Company and the Union shall each select one (1) man: these two shall select a third man who shall act as Chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. This Arbitration Board shall

convene and render a decision promptly and such decision shall be final and binding on both parties of this Agreement.

In the event of the failure of the two (2) men selected by the respective parties to select a third man as provided above, they shall ask the provincial Minister of Labour to appoint a third man.

Nothing herein shall prevent the parties from mutually agreeing to a sole arbitrator to arbitrate grievances arising out of discipline or discharge.

- 8.09 It is understood that the function of the Arbitration Board shall be to interpret and apply this Agreement and that it shall deal only with the specific questions as submitted and shall have no power to alter, add to, or amend this Agreement. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classifications under Section 4.02 and rates for job classifications under Section 4.03 and to revise the rates therefore. The Arbitration Board shall have no power to decide questions involving general wage adjustments.
- 8.10 Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour, and shall share equally in the fees and expenses of the third member of the board. In the event the parties agree to proceed to mediation, as an alternative to arbitration, the parties agree to mutually select and share equally in the fees and expenses of the mediator.
- 8.11 Saturdays, Sundays, Statutory and Legal Holidays shall not be included in any time limits in this Article of the Agreement.

ARTICLE IX - NO STRIKE - NO LOCKOUT

- 9.01 There shall be no strikes caused, called or supported by the Union or its members, nor lockouts by the Company during the life of this Agreement.

ARTICLE X - WORKING AND LIVING CONDITIONS

- 10.01 it is agreed that the Company and the Union shall cooperate collectively in improving safety and first-aid practices. The Company and the Union agree to set up and

maintain a joint safety committee in each camp to promote safe working conditions and practices. There will be at least *two* (2) meetings of the Safety Committee each calendar quarter. The position of the Chairman shall alternate between a Company Co-Chairman and a Union Co-Chairman. The Chairman of each meeting shall make a report in triplicate - copies going to the Company Office, the Union Office, and the Camp Bulletin Board. All members of the Joint Health and Safety Committee shall receive certification training.

A member of the Committee is entitled to such time from his work as is necessary to attend meetings of the Committee, and the time so spent shall be deemed to be work time, for which he shall be paid by the Company at his regular or premium rate as may be proper.

The Company agrees that it will maintain good work trails, and will also maintain good and safe transportation practices, and further agrees that there shall be a qualified First Aid Man in each camp, such First Aid Man to have proper visible identification.

It is the intention of the Company to maintain its camp access roads in good condition when in use.

- 10.02 It is agreed that there shall be emergency First Aid Kits and suitable communication equipment at or near work sites and in all vehicles regularly used for the transportation of men.
- 10.03 (a) All camps shall have one tier single beds at least thirty-six (36) inches in width, spaced at least thirty-eight (38) inches apart. All mattresses shall be either airfoam, plastifoam, or spring filled mattresses. In construction of new camps, the Company agrees to construct all living quarters into suitable rooms housing not more than one (1) employee per room.

The Company agrees to supply two (2) clean sheets and one (1) clean pillow case per week and to supply a bed cover for each bed. Clean bedding will be supplied to employees newly arrived at camp. Bed covers will be changed at least once each month, and blankets as conditions warrant. All beds and bed

clothing shall be of a good quality and in a serviceable condition at all times.

- 10.03 (b) It is agreed that the Company will maintain good conditions in respect to cleanliness, sanitation and health. Employees' living and service quarters will be washed and disinfected at least once each week. The Company will continue to provide improved camp facilities, including recreational rooms with a TV set where TV programs are receivable, and will provide separate drying rooms, washrooms, inside toilets, showers and laundry washing and drying machines. A T.V. Satellite Dish will be installed at all year-round live-in camps. A lockup storage type locker will be provided for each man in his bunkhouse. Separate sanitation facilities will be provided for catering staffs.

In cold weather, the Company will provide facilities to assist in starting employees' cars parked in the camp lots. Car plug-ins and electricity shall be provided for employees in all camps.

- 10.03 (c) All bunkhouses will be supplied with water coolers and paper drinking cups, except where drinking fountains are provided in the bunkhouse.
- 10.03 (d) The Company agrees that fly control measures shall be carried out at regular intervals during the summer operating season and camp pest control as required.
- 10.03 (e) Night watchmen shall be employed in all major operating camps during the heating season unless an Underwriter approved fire detection and fire warning system is installed.
- 10.03 (f) All night shift workers shall have separate sleeping quarters apart from other shift workers, where practical and as arranged on a camp basis by majority vote.

CAMP FEEDING

- 10.04 (a) Refrigeration will be provided for all perishable food, as required, in all operating camps. **All** perishable foods shall be handled in a sanitary manner during transportation at all times. Food served to the employees in the camps shall, at all times, be of high quality and of sufficient quantity and shall include fresh fruits, vegetables and greens.
- 10.04 (b) Butter shall be supplied on the tables at all meals and on coffee tables and shall not be mixed with any substitute. Margarine will be made available to employees on request.
- 10.04 (c) Fruit juices shall be supplied at all meals, served in containers allowing self service, for consumption at the table. Fresh milk shall be supplied at all meals and coffee times in **the** cookery.
- 10.04 (d) Each man shall pack his own lunch, unless other mutual arrangements have been made. The preparation of lunches shall be supervised. Waxed paper shall be supplied for the wrapping of lunches. The lunch table shall include a variety of cooked meats and fresh fruit.
- 10.04 (e) **At** the request of the Camp Grievance Committee, suitable lunch buildings will be provided where there are concentrations of men. Such buildings to be heated during the period October 1st to April 30th and during the summer months shall have protective screens. **Hot** lunches **will** be supplied where practical upon request of the Camp Grievance Committee. Only thermos-type containers will be used **to** transport hot lunches. The Company will provide each cut and skid crew **with** a suitable lunch building for year-round use.
- 10.04 (f) There shall be coffee breaks in the morning, afternoon and in the evening; coffee, cakes and lunch to be provided by the Company and **served** in the cookery. During work hours, coffee breaks shall be on Company time.

- 10.04 (g) The charge for board and lodging shall be one dollar and seventy-five cents (**\$1.75**) per calendar day.
- 10.05 (a) It is agreed that present standards of service will be maintained with respect to transportation, medical service, laundry, recreation and motion pictures. It is understood that the showing of moving pictures will be discontinued where coloured TV is available. The Company agrees to provide adequate facilities for the transportation of injured or sick employees. Any charge for such services shall not be increased unless mutually agreed to.
- 10.05 (b) The Company will provide free insurance coverage against loss by fire of employees' personal belongings and loss by fire or theft of employee-owned power saws to a maximum of two thousand five hundred dollars (\$2,500.00). Additional free insurance coverage against loss by fire or theft of tradesman's tools normally required by tradesmen will be provided to the full value of such tools while on company property or work sites and as documented by the tool inventory list maintained on file. It is understood that coverage for theft of power saws and tools shall only apply where they are stored in a designated place of safety within the control of the Company. Damage to employee-owned power saws due to Company negligence will be compensated for by the Company at their full replacement value. An employee who causes a fire wilfully or through gross negligence will not be reimbursed for any resultant loss. Suitable arrangements for protection against theft of employee-owned power saws will be made at camp level between the Company and the Union.

SCALING AND SETTLEMENT

- 10.06 (a) Employees shall be paid every second Thursday.
- 10.06 (b) Interim advances will be made only in instances of evident emergency. Should a paid holiday occur on Thursday pay day or Friday, payment will be made on Wednesday of that week.

- 10.06 (c) In instances of authorized extended leave of absence, cash advances will be issued to the extent of the employees' payroll credit.
- 10.06 (d) A Time and Earnings Statement will be provided to each employee for each pay period. This statement will carry completed detail of rates of pay, hours worked, earnings, accrued Vacation Pay credit, and deductions, covering the period. Explanations of payroll codes will be posted in each camp.
- 10.06 (e) Where twenty-four (24) hours notice of termination of employment by the Company or the employee is rendered the Company agrees that every reasonable effort will be made to make a full settlement within twenty-four (24) hours after such termination, Saturdays, Sundays and legal holidays excepted.
- 10.06 (f) The Company will provide each pieceworker with a minimum of one (1) scale per week, and will provide each pieceworker with a scale slip after each scale. Scale slips shall be given to each pieceworker at least forty-eight (48) hours prior to the wood being moved. Scale slips will provide the following information, where applicable: Number of cords or number of pieces (Tree Length), Riding and/or Walking Bonus, Footage of strip or Main Road Cut; and Poor Bush Bonus.

TOOLS AND EQUIPMENT

- 10.07 All hand tools and equipment required on the job will be made available to pieceworkers and others on loan. When an operator of equipment is required by the Company to do a minor mechanical repair job, he will be furnished such tools as are required on loan. All tools and equipment not returned will be charged for in full. Worn out or broken tools will be replaced with serviceable tools free of charge, provided that the worn out or broken tools are returned. No person shall be required to own or rent any tools or equipment, unless otherwise specified in this Agreement.
- 10.08 (a) At each operating camp, a separate building will be provided for the storage of power saws. Said building shall contain sufficient lockers for storage. In addition, a suitable, separate heated building with work bench,

vice and compressed air will be provided for the repair of power saws. No power saws shall be repaired or stored in living and/or service quarters. Each employee shall co-operate in maintaining the building in a clean and safe condition.

- 10.08 (b) The Company agrees that it will furnish, on loan, all safety equipment and personal safety apparel save and except safety pants, safety boots, and safety gloves and mitts.

The wearing of safety equipment and apparel will not become a condition of employment unless it has been agreed to by the Company and the Union, or is mandatory under Government legislation.

- 10.08 (c) To subsidize the cost of required apparel such as safety pants and boots, the Company will make a one-time annual payment in the amount of one hundred five dollars (\$105.00) effective September 1, 2000 to each active employee with a minimum of six (6) months seniority, and payable in December of each year.

- Effective Sept. 1, 2004 replace one hundred fifteen dollars (\$115) with one hundred twenty dollars (\$120)
- Effective Sept. 1, 2006 replace one hundred twenty dollars (\$120) with one hundred twenty-five dollars (\$125)
- Effective Sept. 1, 2008 replace one hundred twenty-five dollars (\$125) with one hundred thirty dollars (\$130)

CAMP TRANSPORTATION

- 10.09 Only factory built buses shall be used for the road transportation of men. Same to have adequate seating accommodation, emergency exit doors and equipped with racks for the safe carrying of tools and gasoline containers. Shelters shall be provided for employees at designated waiting places, such shelters to have heating facilities. The Company will, for the safety of its employees, equip all buses transporting men with two-way radio, and will have either communication or transportation available at designated waiting places. Factory built buses shall be

deemed to include cars, half-tons, and crew cabs. In acquisition of commuter buses, the Company will continue to work on improved features such as seating arrangement, suspension for better ride, storage racks, etc.

- 10.10 (a) The Company agrees to provide free transportation to all employees who are transferred from camp to camp at the Company's request or in the exercise of seniority under the terms of Article XII - Seniority.

Employees shall have the option of using their own vehicle for transportation. In such cases the employee shall first notify the Company of his intention to do so and shall be paid thirty-six cents (~~36¢~~) per kilometre.

- 10.10 (b) Scheduled working time lost as a result of such transfers shall be paid for at the regular straight time rates for day workers and the Feller (Tree Length Skidding) rate per day for pieceworkers, and normal travel time, outside an employee's scheduled working hours, will be paid for up to a maximum of eight (8) hours at the regular straight time rates for day workers and the above rates for pieceworkers.

It is understood travel time shall not apply when transfers occur over the employees' regularly scheduled week-end off.

- 10.10 (c) Air Conditioning in New Heavy Equipment- Consistent with the Company's policy to ensure to the utmost extent the safety and physical welfare of employees, the Company will provide for suitable cabs with air conditioning on the purchase or lease (excess of (12) months) of new equipment and transportation vehicles.

GENERAL

- 10.11 (a) The Company, consistent with its Policy to promote and ensure the safety of its employees, will not require an employee to work alone in an isolated area unless such operation is deemed safe, and frequent communication with such employee will be maintained by his Supervisor on a scheduled basis.

- 10.11 (b) The Company agrees that there will be no shacking or batching by employees covered by this Agreement, who are engaged in producing and delivering operations on its limits and/or work sites, unless mutually agreed to by the Union and the Company.
- 10.11 (c) The Company shall provide the Union Steward in each operating camp with a room in the bunkhouse in which to conduct Union business.
- 10.11 (d) The Company will supply mechanics, welders, machinists, and electricians with suitable coveralls on loan, and provide for the laundering of same two (2) per week, free of charge.

Field mechanics and/or welders will be reimbursed 50% of the cost of two pairs of reflective insulated coveralls to a maximum of two hundred dollars (\$200) on a one-time basis only, provided they have worked for three consecutive months in the field and are paid at the field mechanics rate. The Company will also provide for reasonable laundering at no expense to the employee.

- 10.11 (e) Tradesmen and helpers assigned to a bush garage shall receive fifty cents (50¢) per hour in addition to the applicable hourly rate.

Tradesmen and helpers assigned to a main camp or central garage required to perform work of their trade away from a main camp or central garage will be paid fifty cents (50¢) per hour in addition to the applicable hourly rate for all such hours worked away from the main camp or central garage.

Tradesmen and helpers assigned to work in the yard of the main camp or central garage for one (1) full shift or more will be paid fifty cents (50¢) per hour in addition to the applicable hourly rate for such hours worked in the yard.

- 10.11 (f) Town Haul:

When an employee is required to work more than two (2) hours overtime, and is in the course of his work at a

camp at a regularly scheduled meal time, such employee will be provided a meal in the camp cookery.

- 10.11 (g) The Company agrees to provide Town Haul employees with adequate shower facilities and lock-up type storage lockers.
- 10.12 The Company will maintain four (4) **sets** of manuals, two (2) in Thunder Bay and two (2) in Ignace, that are required by employees to maintain their class A,D,C and Z driver's licence. The books will be issued on a use and return basis and are the responsibility of the employee when signed out. **If** not returned within 30 days of signing out, the employee will be responsible for the full replacement costs of the manual.
- 10.13 **At** the discretion of the Company, the Company agrees to replace free of charge, pitted or scratched prescription safety glasses for all employees.

ARTICLE XI - HOURS OF WORK

- 11.01 (a) The week for operations shall be six (6) days per week Monday to Saturday inclusive.

The work week for day or shift workers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive or Tuesday to Saturday inclusive.

The work week for pieceworkers shall be forty (40) hours, eight (8) hours per day, Monday to Friday inclusive. Pieceworkers may be scheduled to work in day work jobs on the day shift Monday to Friday inclusive.

It is agreed that day work or shift work employees may be requested to work in **excess** of their regular work day or shift or work week and will be paid in accordance with Section 11.05(a) for such time worked. If an employee requests to be excused from working overtime, permission will not be unreasonably withheld.

- 11.01 (b) For the purpose of this Agreement, Sunday, a Paid Holiday and the "sixth day" (Saturday or Monday) shall begin at 7:00 a.m. that day and end at 7:00 a.m. the day following.
- 11.02 (a) The work day or shift shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., mealtime excepted.
- 11.02 (b) The night shift shall consist of eight (8) consecutive hours between the hours of 7:00 p.m. and 5:00 a.m., mealtime excepted. However, it is agreed that on Fridays the night shift may, at the request of the employees or the Company, and by mutual agreement, be scheduled to commence prior to 7:00 p.m. in accordance with the provisions of Section 11.03(b).

Where by mutual agreement on any operation, it is agreed that Friday night shift commences prior to 7:00 p.m., it shall remain constant and fixed and scheduled accordingly until such time that it has been mutually agreed to alter or terminate the Agreement.

- 11.03 (a) Effective June 6, 1999, a night shift differential of fifty-six cents (56¢) per hour shall be paid in addition to the regular rates for all night shift work.
- 11.03 (b) On other two-shift operations, the first shift shall consist of (8) consecutive hours, mealtime excepted, and shall commence at 7:00 a.m. or after. The second shift shall consist of (8) consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m. and shall carry a shift differential of fifty-six cents (56¢) per hour effective June 6, 1999.
- 11.03 (c) On a three-shift operation, the shifts shall be eight (8) consecutive hours. The starting and stopping times for the three (3) shifts and the shift differential to be paid shall be as follows (effective June 6, 1999):

	Starting Time (between hours of)	Stopping Time (between hours of)	Shift Differential
1 st Shift	7 am-8 am	3 pm-4 pm	NIL
2 nd Shift	3 pm-4 pm	11 pm-12 pm	56¢
3 rd Shift	11 pm-12 pm	7 am-8 am	68¢

11.03 (d) The hours of work for day workers and shift workers shall be posted on Thursday of the previous week. The starting and stopping times shall remain constant and fixed during the weekly period subject to the following:

1. An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company during the week, he will be paid at one and one-half times his regular rate for the first shift worked after the change. When the employee reverts to his original shift, he shall be paid at his regular straight time rate provided that there is a break of at least **(8)** hours between shifts worked.
2. Where starting times must be staggered due to operational requirements, such starting times for employees within any given job classification shall be confined to a one-hour period.
3. On all operations which are carried out on a two **(2)** or three **(3)** shift basis, all such employees will be scheduled on rotating weekly schedule basis.

11.03 (e) If an employee, who has completed his scheduled work week, is required for work on his "sixth day" or Sunday, such overtime shall be posted on the preceding Thursday. If he is available for the posted overtime work at the regular starting time and is unable to commence work for reasons beyond his control, he shall receive four **(4)** hours pay at the applicable overtime rate as specified in Section 11.05(a) provided he remains available for the four-hour period if so requested by the Company. This shall not apply if the employee is advised of cancellation prior to the end of his last scheduled shift for that week.

11:03 (f) During the period of May to August, two shift scarification operations may commence at 6:00 a.m.

11:03 (g) During the fire season, scheduled hours may be altered to provide for early start up when necessitated by fire hazard ratings, as determined by the M.N.R. guidelines.

it is understood the starting time may be advanced by up to two (2) hours except where travel time is more than one (1) hour, the maximum advance will be one (1) hour.

11.04 (a) A day or shift worker, who is unable to work the full day or shift for reasons beyond his control shall be paid for one-half day if he works less than four (4) hours, and for a full day if he works more than four (4) hours.

A pieceworker who will lose more than one (1) hour of work for reason of failure of the Company to supply a skidder shall be paid for all hours lost in excess of the one (1) hour at the rate of Feller, Limber, Tree Length Skidding, provided he reports to the supervisor, remains available and accepts alternate day work if so requested by the Company.

In the case of time lost in excess of one (1) hour for reason of lack of assignment of area to cut, and/or time required in excess of one (1) hour to travel to area assigned, payment shall be made for all hours lost.

11.04 (b) A day or shift worker who reports for work at his scheduled starting time and is unable to commence work due to reasons beyond his control, shall receive four (4) hours pay at his regular rate provided he remains available for two (2) hours from his scheduled starting time, accepts alternate work if so assigned and commences work when conditions permit.

if regular or alternate work commences in the first half of the shift on the first or subsequent days, the above payment shall not be made and the provisions of Section 11.04(a) will apply. Should the employee work any of the hours in the second half of the shift, he shall

receive four **(4)** hours pay for such hours. The Company will commence regular work as soon as conditions permit.

When the providing of alternate work necessitates a change in shift, the time and one-half provisions of Section 11.03(d) shall not apply providing there is a break of at least eight **(8)** hours between shifts.

Notwithstanding the provisions above governing payment of four **(4)** hours, such payment shall not be made for the second and subsequent consecutive days in the event the Company gives notice that no work is available a minimum of eight **(8)** hours in advance of the scheduled starting time on each occasion.

Should such notice be given to an employee, he may exercise his seniority within the camp unit. If such employee does not have sufficient seniority to displace another employee in the camp unit, he shall be laid off and given eight **(8)** hours pay in lieu of two days notice.

If he does exercise his seniority within the camp unit and displaces another employee, the displaced employee shall be laid off and paid eight **(8)** hours pay in lieu of two days notice. In neither case may any such employee be permitted to exercise seniority outside the camp unit until the third consecutive day following the day notice is given.

Should an employee elect to take leave of absence in lieu of exercising seniority under this Article, he shall be permitted to exercise his seniority on his return to work.

Notification and reporting procedures shall be established locally.

- 11.05 (a) Time worked by an employee in excess of eight **(8)** hours per day or shift, all hours outside his regular shift, and the first eight **(8)** hours or portion thereof on his designated "sixth day" day (Saturday or Monday) or Sunday shall be paid for at the rate of time-and-one-half.

Double time will be paid after eight (8) hours of work on his designated "sixth day" (Saturday or Monday) and on a Sunday.

Overtime work required in a camp unit will be distributed on as equal a basis as possible among the employees in the camp unit who normally perform the work in the classification requiring the overtime.

For calculating overtime pay shift differentials shall not be considered as part of an employee's applicable hourly rate.

11.05 (b) Employees in the classifications specified below may be required to work in excess of eight (8) hours per day or shift and forty (40) hours per week, Monday to Sunday inclusive, and are not subject to the other provisions of Article XI.

- | | |
|-----------------|--------------|
| (a) Cook | (d) Cookee |
| (b) Baker | (e) Choreboy |
| (c) Second Cook | (f) Watchman |

For employees in the job classifications listed above, the hours of work per day or shift and per week will be scheduled as follows:

1. The regular work day or shift shall be eight (8) consecutive hours, mealtime excepted. However, the work day or shift of eight (8) hours may be scheduled in any twelve (12) hour period divided into not more than two (2) parts provided there is a break of at least eight (8) hours between shifts worked.

The scheduled work week shall consist of five (5) consecutive shifts Monday to Friday inclusive or Tuesday to Saturday inclusive.

2. Time worked in excess or outside of the scheduled eight (8) hours per day or shift, all hours worked in excess of his scheduled work week, and all hours worked on his "sixth" day (Saturday or Monday) and on Sunday, shall be paid for at the rate of time-and-one-half. If an

employee requests to be excused from working overtime, permission will not be unreasonably withheld.

3. An employee in the above listed classifications who is unable to work the full day or shift for reasons beyond his control, shall be paid for one-half day if he is available at the start of his scheduled shift, and for one full day if he remains available for the start of the second half of his scheduled shift.
4. The scheduled hours per day or shift shall be posted on Friday of the previous week. Scheduled overtime day or shift for the "sixth" day or Sunday shall be posted on the preceding Thursday. The starting and stopping times shall remain fixed during the weekly period subject to the following:

An employee may not change shifts during the week except when his shift schedule is changed by the Company. When an employee's shift schedule is changed by the Company, he will be paid at one-and-one-half times his regular rate for the first shift worked after the change. When an employee reverts to his original shift he will be paid at his regular straight time rate provided that there is a break of at least eight (8) hours between shifts worked.

5. If an employee who has completed his scheduled work week is called back for work on his "sixth" day or Sunday, he shall be provided a minimum of eight (8) hours work and **be** paid at time-and-one-half provided he remains available if **so** requested by the Company.
6. When a second shift is scheduled for employees in the above listed classifications they shall be paid a shift differential of fifty-six cents (56¢) **per** hour for each second shift worked, effective June 6, 1999.

7. The present standard of **service** by choreboys and night watchmen shall be maintained.

11.06 Walking Distance and/or Riding Time shall not be considered as time worked. Walking Distance and Riding Time shall be paid for as stipulated in the Walking Distance and Riding Time section of the Wage Schedule of this Agreement.

11.07 An employee, who is called out for work after completing his day or shift, or more than one (1) hour before the start of his day or shift shall receive time and one-half for the hours worked, but in no case shall he receive less than four (4) hours pay at straight time. When the call-out for work is within the one (1) hour period prior to the start of his day or shift he will be paid time and one-half from the starting time of the call-out to the scheduled starting time of his day or shift. Where the employee continues to work into his day or shift, the provisions of Section 11.05(a) shall apply after he has completed eight (8) hours work exclusive of the time worked prior to his starting time.

An employee who is called out for work on his "sixth day" (Saturday or Monday) or Sunday, shall be paid at the appropriate overtime rate as set out in 11.05(a), from the starting time of the call-out, but in no case shall he receive less than four (4) hours pay at the rate of time-and-one-half.

ARTICLE XII - SENIORITY

12.01 (a) The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability, in promotions, transfers, lay-offs and recalls after lay-off.

12.01 (b) An employee who is employed on a full time basis by the Union shall retain his seniority for a period not exceeding twelve (12) months. It is agreed, however, that the twelve (12) month period shall be extended for a further twelve (12) month period if requested in writing by the employee affected.

12.02 Employment of any new employee shall be considered as probationary until he has worked thirty (30) days within a six

-month period. At the end of this period, his seniority shall be established, and he shall be placed on the seniority list in the order of hire.

- 12.03 (a) Seniority will be applied on a Company wide basis in recalls, promotions, transfers from camp to camp and layoffs.

When layoffs are required due to the completion of seasonal operations, or a part thereof, each of the employees so affected will be permitted to exercise his seniority and transfer to a job, within the same Zone, for which he is qualified, provided that, having received advance notice in accordance with Section 12.04, he advises the Company, prior to the effective date of the advance notice and in writing on forms to be supplied by the Company, of his desire to transfer or to be laid off.

The Company will provide the Union Grievance Committee, prior to the intended layoff, with a **list of** jobs filled in the Zone by employees with less seniority than those employees given notice.

It is understood and agreed that when layoffs are occasioned by the completion of seasonal activities, Company-wide seniority will be applied only when operations continue in other Zones for more than one (1) week, and subject to the following procedure: otherwise the zone will be the unit of application of seniority on seasonal layoffs.

An employee wishing to exercise his seniority rights in another zone must make application to the Company's Employment Office within the three (3) consecutive work days immediately following the date of layoff, either in person or by letter postmarked during that period, otherwise he forfeits his right to bump on that occasion.

- 12.03 (b) In transfers from one job classification to another, senior employees shall receive first consideration. In such cases, an employee shall receive the rate for the job to which he is transferred. In case of a temporary change to a lower job classification, the employee shall

retain the rate of his previous job classification. For determining the rate of pay for pieceworkers transferred to day work, the rate specified for Feller-Limber (Tree Length Skidding) shall apply, or the rate of the job classification, whichever is higher.

- 12.03 (c) The Company, when filling vacancies, will do so from within the bargaining unit in accordance with Article XII.

Notice of impending vacancies will be posted on the camp bulletin board for at least five (5) working days.

It is agreed however, that temporary appointments may be made without posting for filling vacancies of less than three (3) calendar weeks duration.

Newly created jobs will be posted on the bulletin boards by the Company for a period of five (5) working days prior to any appointment to such jobs, stating the normal job requirements. Employees shall not be considered for such jobs, unless they apply in writing within the five (5) day period.

All jobs will be filled from among the qualified applicants on the basis of Section 12.01 of this Agreement. Employees accepting the posted jobs shall be allowed five (5) work days in which to qualify, (or further time as may be mutually agreed, if additional training is required). Failure of an employee to qualify shall entitle him to return to his former job without loss of seniority or benefits.

When an employee has been trained to meet the job requirements he shall remain in that job for a minimum of three months from the date he is qualified unless displaced from that job because of lay-off or the bumping procedure.

The Company shall post notices in camps showing the names of successful applicants for all posted vacancies and newly created jobs.

- 12.03 (d) A job that becomes vacant because the incumbent has had to vacate it due to sickness or injury, vacation, bereavement leave, jury duty, and/or a leave of

absence not exceeding thirty (30) work days, shall be classified as a temporary vacancy and shall be filled according to the provisions of Section 12.03(c) and the job posting will note that it is of a temporary nature. The unit of application of seniority on temporary vacancies is the camp. In the event that a vacancy is not filled from within the camp unit it shall be filled on a Zone basis.

The employee who had occupied the job upon his return to work shall once again occupy the job that he had filled prior to vacating for any of the reasons set forth above provided however, that the job is still in effect and it is not filled by a senior employee who for reasons of notice of lay-off from his former job has exercised his seniority on this particular job.

- 12.04 In case of lay-off which is to exceed two (2) days, the Company will notify, in writing, the men intended to be laid off, at least two (2) working days in advance, with a copy of such said notice to the Union Grievance Committee. The Company agrees that all reasonable effort will be made to give employees as much advance notice of lay-off as possible.

It is understood, however, this shall not apply in cases of whole or partial cessation of operations due to forest fire danger or due to an actual forest fire itself.

- 12.05 When the approximate time of recall is known at the time of layoff, employees leaving camp will be informed of such approximate date at that time, but in any case, notice in writing, will be sent to an employee at his given address at least fourteen (14) days before he is required to report for work. Employees will be required to acknowledge receipt of such notice and report for work on the date specified, unless other arrangements have been made, in writing.
- 12.06 The Company agrees to submit to the Union Office by January 31st of each year an alphabetical list, in duplicate, of employees covered by this Agreement. The list will also show each employee's occupation, address, and Company service in days as specified in Section 6.03, as at December 31st of the prior year.

- 12.07 A list shall be prepared and posted monthly in each camp showing the seniority order of the employees.
- 12.08 An employee's seniority shall be broken and his name will be removed from the Seniority list if he:
1. Quits voluntarily.
 2. Is discharged and not reinstated.
 3. Fails to report for work following recall, as provided in Section 12.05 of this Article.
 4. Fails to return from a leave of absence on the date specified, unless his return to work is prevented by circumstances beyond his control.
 5. Retires.
 6. Is laid off for twenty-four (24) months or more.
- 12.09 An employee promoted or transferred to a position with the Company outside the bargaining unit shall retain his seniority for a period not exceeding twelve (12) months from the date of promotion or transfer, and shall have the right to exercise his seniority in accordance with all the provisions of this Article upon proof of Union membership in good standing.

It is agreed, however, that the twelve (12) month period shall be extended for a further twelve (12) month period if requested in writing by the employee affected.

- 12.10 When jobs are discontinued due to the introduction of new methods and equipment or due to curtailment of operations, affected employees shall be offered alternate employment on remaining jobs, in accordance with Article XII, to meet the Company's labour requirements and if such employees require training to perform the alternate employment effectively, they shall be trained by the Company.

It is understood this does not apply to seasonal lay-offs.

12.11 Severance Pay

An employee with one (1) or more years of service for whom no job is available, can upon termination, elect to receive a severance allowance of one and one half (1.5) weeks pay for each year of completed service since the last date of hire to a maximum of fifty-two (52) weeks.

Severance pay shall be computed on the basis of forty (40) hours at the employee's regular straight time hourly rate, multiplied by the number of years of employment.

It is understood that an employee who chooses to receive the severance allowance shall be deemed to have abandoned the right to be recalled and the employee's name will be removed from the seniority list.

ARTICLE XIII - BULLETIN BOARDS

- 13.01 The Union shall have the right to post notices dealing with Union affairs upon the bulletin boards of the Company, such notices to have approval of the camp foreman before such posting.

ARTICLE XIV - DRUG AND HOSPITAL CARE PLANS

- 14.01 (a) For each employee on the payroll who has established seniority in accordance with Article XII, the Company will provide appropriate single or family coverage in accordance with the Blue Cross Drug Plan or its equivalent, and the Semi-private Hospital Care Plan.

The Company will maintain coverage to employees who are off work due to a WSIB claim with the Company or a short term disability claim for up to a period of twelve (12) months.

The Company will continue coverage for a laid off employee to the end of the month in which he was laid off. Coverage will resume on the date the employee returns to work from lay-off.

- 14.01 (b) Effective September 1, 2002, the Company will compensate an employee when a fee is charged by a physician for completion of a medical certificate required to support a claim for benefits pursuant to the Weekly or Long Term Disability Plan. Such payment shall be to a maximum amount of fifty dollars (\$50.00) per certificate and will be initiated upon presentation of a receipt from the attending physician.

- 14.01 (c) Effective September 1, 2002 amend the existing definition for eligible children under the Drug and Hospital Care Plan to include unmarried children until age 25 if attending an educational institution on a full-time basis.
- 14.01 (d) Brand name prescription drugs will be reimbursed at 80%. Generic brand prescription drugs will be reimbursed at 100%. Brand name drugs will only be reimbursed at 100% provided there is a medical justification from the treating physician for its generic equivalent not being recommended, not tolerated or cannot be administered given the medical condition of the insured participant.
- 14.02 Chiropractic and Physiotherapy Coverage - Effective April 28, 2002 the Company will cover 50% of the cost of Chiropractic and Physiotherapy services to a combined maximum of \$20 per visit to a yearly maximum of three hundred dollars (\$300.00) per family member.

ARTICLE XV - LIFE INSURANCE

- 15.01 Effective September 1, 1999, the Company will maintain a Group Life Insurance Plan to provide fifty-five thousand dollars (\$55,000.00) of Life Insurance for each employee while actively employed. The Company will pay 50% of the premium cost and the cost to the employee will not exceed thirty cents (30¢) per one thousand dollars (\$1,000.00).
- Effective Sept. 1, 2004 increase sixty thousand dollars (\$60,000) to seventy-five thousand dollars (\$75,000).
 - Effective Sept. 1, 2008 increase seventy-five thousand dollars (\$75,000) to eighty-five thousand dollars (\$85,000).

ARTICLE XVI - WEEKLY INDEMNITY AND LONG TERM DISABILITY

16.01 WEEKLY INDEMNITY PLAN

The Company will maintain and pay the premium cost of a Weekly Indemnity Insurance Plan. The Plan will provide seventy percent (**70%**) of weekly earnings (forty (40) hours times an employee's regular rate) and pieceworkers, forty

(40) times the Feller/Limber hourly rate up to a maximum of five hundred seventy dollars (\$570.00) weekly, to commence on the first day in case of a non-compensable accident and after three (3) continuous days from the commencement of a disability due to a sickness and will continue for the period of disability up to a maximum of fifty-two (52) weeks.

Effective September 1, 2006, for all new claims, the maximum will be increased to six hundred dollars (\$600) weekly for an employee who commenced Weekly Indemnity.

Effective September 1, 2007, for all new claims, the maximum will be increased to six hundred ten dollars (\$610) weekly for an employee who commenced Weekly Indemnity.

Effective September 1, 2008, for all new claims, the maximum will be increased to six hundred twenty dollars (\$620) weekly for an employee who commenced Weekly Indemnity.

16.02 **LONG TERM DISABILITY BENEFIT PLAN**

The Company will maintain and pay the full cost of a Long Term Disability Benefit Plan providing for benefits of 55% of weekly earnings, payable to age sixty-five (65) or termination of the disability, whichever occurs first.

Benefits-General - The Company will provide the opportunity for employees on LTD and W.S.I.B. claims over one (1) year, employees who retire early, up to age sixty-five (65) and employees on temporary lay-off up to six (6) months (the six months starts the month following the month of lay-off), the option of maintaining Medical and Dental Plan Coverage provided employees pay the required monthly premiums.

ARTICLE XVII - BEREAVEMENT PAY

17.01 When death occurs to an employee's father, mother, spouse or children, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate [pieceworkers -eight (8) times the Feller-Limber Tree Length Skidding hourly rate] for time lost up to a maximum of five (5)days.

When death occurs to an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparents, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers - eight (8) times the Feller/Limber Tree Length Skidding hourly rate) for time lost up to a maximum of three (3) days.

The intent of this clause is to allow the employee to attend the funeral without loss of earnings. Pay will be granted for the employee's scheduled work days lost during this period.

Any claim for bereavement pay must be submitted by the employee to the Company in writing, along with proof of bereavement in the employee's immediate family.

It is understood for purposes of this Article, step relatives will be considered the same as blood relatives.

ARTICLE XVIII - JURY DUTY/SUBPOENAED WITNESS ALLOWANCE

18.01 In the case of an employee who is called for jury service or subpoenaed, the Company shall pay, for each day of such service, an allowance equal to the difference between eight (8) hours of pay based on his regular straight time hourly rate (pieceworkers eight (8) hours based on the Feller-Limber Tree Length Skidding hourly rate) and the payment he received for jury service. The employee will present proof of service and of pay received therefore when making his claim for such allowance.

ARTICLE XIX - DENTAL CARE PLAN

19.01 The Company will maintain a dental plan, with participation compulsory for all employees, on the following basis:

1. ELIGIBILITY

Participation in this plan is limited to employees who have accumulated sixty-five (**65**) days of service with the Company.

2. PLAN DESIGN

(a) Services and benefits as provided in Blue Cross No. 7 Basic Plan and Rider No. 1.

(b) Services and benefits as provided in Blue Cross Rider No. 2 (50%).

Maximum one thousand dollars (\$1,000.00) per family member per year.

Effective September 1, 2000 increase from one thousand dollars (\$1,000.00) to one thousand five hundred dollars (\$1,500.00) per family member per year for Class I and Class II covered expenses.

Effective July 1, 1999, the Plan will be amended to provide for the application of the 1998 ODA Schedule of **Fees**.

Effective September 1st of every year hereafter, **the** Plan shall be amended to provide for a one (1) year lag in the ODA schedule of fees.

(c) Effective September 1, 2003, orthodontic services and benefits as provided in Blue Cross rider No. 3 (50%) to a lifetime maximum of one thousand dollars (\$1,000.00).

It is understood and agreed that the Plan will provide for the continuation of coverage for the period an employee is off work due to lay-off or Leave of Absence, but in no case beyond the end of **the** month following the month in which such absence commenced.

3. ADMINISTRATION

The Plan will be administered in accordance with an appropriate contract or set of procedures reflecting the plan design outlined in Item 2 above. The decision as to the choice of administrative vehicle from among service carriers, insurance companies or self administration will be made by the Company on the basis of appropriate study of these alternatives.

4. PREMIUMS

The premium cost of this Plan shall be paid by the Company.

5. INTEGRATION

The Plan will not provide like benefits where such are currently being provided by federal or provincial legislation.

If during the life of this Agreement federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits.

ARTICLE XX - RETIREMENT INCOME PLAN (1985 and 2003)

The Retirement Income Plan forms part of this Agreement. A description of the Plan is attached hereto for information purposes. Any questions of administration or interpretation of the Plan will be decided based on the full Plan text.

Retirement Income Plan Contributions

Increase each contribution from eighty-five dollars (\$85) to ninety-five dollars (\$95) effective Sept. 1, 2006.

Increase each contribution from ninety-five dollars (\$95) to one hundred dollars (\$100) effective Sept. 1, 2007.

Increase each contribution from one hundred dollars (\$100) to one hundred five dollars (\$105) effective Sept. 1, 2008.

Bridging Supplement

Effective September 1, 2007 a bridging supplement will be introduced under the following terms:

Active employees who have worked more than twentyfive (25) years for the Company and who retire at age sixty (60) or later will be eligible for a bridging supplement equal to fifteen dollars (**\$15**) per month per year of service to a maximum of thirty (30) years of service.

The above bridging supplement will be paid on a monthly basis until the attainment of age sixty-five (65) or the death of the retiree, whichever occurs first.

The bridging amount is paid by the Company to eligible members.

It is the Company's responsibility in consultation with the Pension Committee, to select the Financial Institution where the contributions are deposited.

ARTICLE XXI - VISION CARE PLAN

The Company will provide a Vision Care Plan which will provide for expenses incurred by an employee and/or the employee's covered dependants when recommended by a physician or optometrist as follows:

- frames, lenses, and the fitting of prescription glasses including contact lenses, up to a total of one hundred and fifty dollars (\$150.00) per family member, in any two (2) consecutive calendar years.

Effective September 1, 2006, amend the Plan to provide a total payment of one hundredseventydollars (**\$170.00**) per insuredfamily member in any two (2) consecutivecalendar years.

Effective September 1, 2007, amend the Plan to provide a total payment of one hundredeighty dollars (**\$180.00**) per insuredfamily member in any two (**2**) consecutivecalendar years.

ARTICLE XXII – EDUCATION FUND

Effective September 1, 2000 the Company and/or the Contractor as applicable will provide three cents (3¢) per regular hour worked for each active employee to the unions education fund.

ARTICLE XXIV - LETTERS OF UNDERSTANDING

All Letters of Understanding in effect between the Company and the Union shall be considered part of this agreement and will be attached as a supplement to the Collective Agreement.

See page 84 for index on Letters of Understanding.

SCHEDULE OF WAGE RATES

Bowater
Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

September 1, 2005 – November 30, 2009

WAGE SCHEDULE September 1, 2005 to November 30, 2009

Position Number		1-Sep 2006	1-Sep 2007	1-Sep 2008
	(a)CAMP SERVICE PERSONNEL			
5	Bullcook	\$25.05	\$25.55	\$26.19
7	Cook (1-20men)	\$26.59	\$27.12	\$27.80
8	Cook (20 men and over)	\$26.97	\$27.51	\$28.20
9	Cook, Second	\$26.23	\$26.76	\$27.43
11	Cookee	\$24.72	\$25.22	\$25.85
10	Night Baker	\$26.23	\$26.76	\$27.43
23	Watchman, Camp	\$24.80	\$25.29	\$25.92
27	Watchman, Night	\$24.80	\$25.29	\$25.92
	(b) CLASSIFICATION			
200	Bus Driver	\$25.10	\$25.60	\$26.24
202	Camp, Dam, Bridge Construction Worker (experienced)	\$25.06	\$25.56	\$26.20
204	Carpenter (qualified)	\$29.34	\$29.92	\$30.67
357	Crew Leader, Standard Hourly Rate Plus	\$0.35	\$0.35	\$0.35
365	Feller, Limb and Top, Tree Length	\$25.63	\$26.15	\$26.80
14	Fire Patrol Men	\$24.53	\$25.02	\$25.65
16	Handyman	\$25.15	\$25.66	\$26.30
213	Jackhammer Driller	\$24.77	\$25.26	\$25.89
18	Labourer, General	\$24.53	\$25.02	\$25.65
100	Mechanic, Lead	\$29.86	\$30.45	\$31.21
101	Mechanic, "A"-1	\$29.72	\$30.32	\$31.08
102	Mechanic, "A" Class	\$29.34	\$29.92	\$30.67
103	Mechanic, I	\$27.37	\$27.91	\$28.61
104	Mechanic, II	\$26.23	\$26.76	\$27.43

WAGE SCHEDULE September 1, 2005 to November 30, 2009

Position Number		1-Sep 2006	1-Sep 2007	1-Sep 2008
105	Mechanic Helper, "A" Class	\$25.23	\$25.74	\$26.38
107	Mechanic Helper	\$24.72	\$25.22	\$25.85
249	Operator, Brush Saw	\$25.05	\$25.55	\$26.19
220	Operator, Bulldozer "A"	\$26.96	\$27.50	\$28.19
221	Operator, Bulldozer "B"	\$26.19	\$26.72	\$27.39
281	Operator, Cable Skidder from F.B.	\$25.82	\$26.33	\$26.99
269	Operator, Chipper	\$26.47	\$27.00	\$27.67
261	Operator, Compactor	\$25.10	\$25.60	\$26.24
222	Operator, Compressor	\$25.29	\$25.79	\$26.44
230	Operator, Front End & Overhead Loader	\$25.91	\$26.43	\$27.09
280	Operator, Grapple Skidder	\$25.82	\$26.33	\$26.99
235	Operator, T/L Harvester	\$26.64	\$27.18	\$27.85
258	Operator, Skidder Scarify	\$26.19	\$26.72	\$27.39
234	Operator, Hydraulic Loader mounted on slasher	\$25.91	\$26.43	\$27.09
279	Operator, Feller Processor	\$26.64	\$27.18	\$27.85
275	Operator, Forwarder	\$26.09	\$26.61	\$27.28
273	Operator, Delimber	\$26.47	\$27.00	\$27.67
238	Operator, One Man Slasher	\$25.91	\$26.43	\$27.09
242	Operator, Machine (Trainee) (for newly hired employees)	\$25.32	\$25.82	\$26.47
239	Operator, Mechanical Slasher	\$25.91	\$26.43	\$27.09
246	Operator, Grader	\$25.91	\$26.43	\$27.09

248	Operator, Power Saw, Non Prod.	\$25.05	\$25.55	\$26.19
245	Operator, Pulpwood Harvester (Under training)	\$26.15	\$26.68	\$27.34
215	Operator, Relief	\$26.15	\$26.68	\$27.34
219	Operator, Screen Plant	\$25.63	\$26.15	\$26.80
253	Operator Skidder (Tree Length)	\$25.63	\$26.15	\$26.80
259	Operator, Tractor, Crawler Type General Use	\$25.10	\$25.60	\$26.24
268	Operator, Backhoe	\$26.09	\$26.61	\$27.28
272	Operator, Mobile Knuckleboom Loader	\$26.09	\$26.61	\$27.28
271	Operator, Mechanical Feller	\$26.09	\$26.61	\$27.28
274	Powderman	\$25.00	\$25.50	\$26.14
381	Saw Trailer, Mechanical Slasher	\$25.53	\$26.04	\$26.69
289	Truck Driver, Sand Truck	\$25.65	\$26.17	\$26.82
293	Truck Driver, Self-Loader	\$26.09	\$26.61	\$27.28
290	Truck Driver, Single Axle	\$25.10	\$25.60	\$26.24
294	Truck Driver, Snow Plowing	\$25.53	\$26.04	\$26.69
292	Truck Driver, Tandem Axle	\$25.52	\$26.03	\$26.68
291	Truck Driver, Tandem Axle			
	Hauling Multiple Trailers	\$25.98	\$26.50	\$27.16
285	Truck Driver, Tandem Axle	\$25.80	\$26.31	\$26.97
287	Hauling Trailers, Floats	\$25.80	\$26.31	\$26.97
120	Welder, Lead	\$29.86	\$30.45	\$31.21
121	Welder, "A" Class	\$29.34	\$29.92	\$30.67
122	Welder I	\$27.37	\$27.91	\$28.61
123	Welder II	\$26.23	\$26.76	\$27.43
125	Welder, Helper Class "A"	\$25.23	\$25.74	\$26.38
126	Welder, Helper	\$24.72	\$25.22	\$25.85

An employee who is assigned to train another employee or employees shall be paid his regular rate plus thirty cents (30¢) per hour during the training assignment.

It is agreed that incentives may be applied in conjunction with the daily rates which pertain to mechanical operations.

PIECEWORK RATES - MANUAL

TREE PLANTING RATES	(Per Tree)		
	Sept 1 1994	Apr 28 2002	May 1 2003
<u>Site Prepared</u> : Bare Root Stock	10.5¢	11¢	11.5¢
Tubed Seedlings (paper pots)	8.5¢	9¢	9.5¢
<u>Site Unprepared</u> : Bare Root Stock	11.5¢	12¢	12.5¢
Tubed Seedlings (paper pots)	9.5¢	10¢	10.5¢

POWER SAW RENTAL

A day worker using his power saw at Company request will be paid a power saw rental of: eleven dollars (~~\$11.00~~) per eight (8) hour day or shift when felling and limbing and twelve dollars (\$12.00) per eight (8) hour day or shift when bucking at a landing on a skidding operation. The Bucking rate shall also apply to Brush Saw Rental.

If he is unable to work the full day or shift for reasons beyond his control, he will be paid one-half day's rental when he works less than four hours and full day's rental when he works more than four hours.

(c) WALKING DISTANCE AND RIDING TIME

- i) Pieceworkers who walk to work from camp a distance in excess of one and one-half (1 1/2) miles shall be paid on the basis of the Feller (Tree Length Skidding) rate for the time required to walk the excess distance. For the purpose of this Agreement it is agreed that the pieceworker will walk at the rate of three (3) miles per hour.

- ii) Where pieceworkers are transported to work from camp, they shall be paid for Riding Time in excess of one-half (1/2) hour each way at the rate of Feller (Tree Length Skidding).
- iii) Where a day worker's travelling time from camp to working place is composed of riding and/or walking time he shall be paid for all travelling time in excess of one-half (1/2) hour each way at his regular rate of pay.
- iv) Where a pieceworker's or a day worker's travelling time from camp to working place is composed of riding and walking time, he shall be paid the rate of pay as per this Agreement for all combined riding and walking time in excess of one-half (1/2) hour each way. The walking time based on the rate of one-quarter (1/4) of a mile equals five (5) minutes shall be added to the riding time. Travelling time so computed shall be credited not less than once each month.

(d) SCHEDULE FOR COOKERY PERSONNEL

The following schedule of cookery personnel is agreed to:

Number of Persons Eating	Cook	2 nd Cook	Cookee	Night Baker	Total
14 or less	1		-		1
15 - 25	1	-	1		2
25 - 45	1	-	2		3
45 - 65	1	1	2		4
65 - 85	1	1	3		5
85 - 105	1	1	4		6
105 - 125	1	1	5		7
125 - 145	1	2	6		9
OR	1	1	6	1	9
Over 145	1	2	6	1	10

It is agreed that this schedule may be changed by mutual consent during the term of this Agreement when labour-saving devices or other factors reducing the work are introduced.

SCHEDULE FOR CAFETERIA STYLE COOKERIES
(with Mechanical Dishwasher)

Number of Persons Eating	Cook	2 nd Cook	Cookee	Night Baker	Total
1 - 14	1	-			1
15 - 30	1	-	1		2
31 - 50	1	-	2		3
51 - 70	1	1	2		4
71 - 100	1	1	3		5
101 - 125	1	1	4		6
126 - 150	1	1	4	1	7
151 - 180	1	1	5	1	8
181 - 215	1	1	6	1	9
216 - 250	1	2	6	1	10
251 - 285	1	2	7	1	11

It is agreed that this Schedule may be changed by mutual consent during the term of this Agreement when labour-saving devices or other factors reducing the work are introduced.

THREE-SHIFT OPERATION:

Where more than ten (10) men and **less** than twenty (20) men are fed in the cookery at night, a Cookee will be assigned.

Where twenty (20) or more men are fed in the cookery at night, a Cookee will be assigned and a Second Cook will be added to the cookery schedule and assigned with the Cookee at night.

(e) COMMUTERS

The Company and the Union agree that commuter operations shall be carried out by the Company on the following terms and conditions:

- i) Commuters are employees who --
 - (a) are resident within reasonable Riding and/or Walking Distance of **the** area of operations;

- (b) for whom board and lodging are not made available by the Company.
- ii) The Company will arrange to provide free transportation from a **designated** marshalling point or points for each commuting area to the operating areas and return.
- iii) Time spent by pieceworkers or day workers travelling on the vehicle provided from a marshalling point or points to debarkation point or points plus time spent walking from debarkation point or points to place of work in **excess** of one-half (1/2) hour each way shall be paid for on the following basis:
- (a) Day workers at their regular rate of pay.
- (b) Pieceworkers on mechanical cut and skid operations shall be paid at the rate of Feller (Tree Length Skidding).

(f) TRAVEL ALLOWANCE

A travel allowance for each week of active employment for all employees who have established seniority shall be paid as per the following schedule:

<u>Unit</u>	<u>Sept. 1/93</u>
45	\$10.97
134	\$14.49
234	\$10.97
329	\$21.95
418	\$17.62
515	\$19.83

Allowances will not be paid to any employee where transportation is provided from a designated marshalling point to a **recognized** commuter operation.

The allowance will not be paid for any full week that the employee is not at work. Where an employee is at work for only part of the week, he **will** receive the full allowance.

The allowance will not be paid for any week in which an employee receives payment for transfer under Article 10.11 (a) and (b).

Allowances for new camps shall be relative to the foregoing and negotiated when such camps become operational.

TRADE AND APPRENTICE PROGRAM

1. Apprenticeship openings will be filled in accordance with the provisions of Section 12.03 (c) (job postings). Employees who meet the educational level specified by the apprenticeship act will qualify.
2. There will **be a** probationary period of up to thirty (30) working days prior to entering into an apprenticeship agreement, during which time the employee may return, or failing to display the necessary mechanical aptitude be returned to his former job without **loss** of seniority.
3. Any apprentice who fails to satisfactorily complete the Ontario Apprentice program may be retained in his classification and allowed to progress to Mechanic I without prejudice.
4. Once an employee enters an apprenticeship contract, it is expected he will continue to fulfill the obligations of the contract, including necessary training periods in a vocational school.
5. The apprentice may receive a weekly training allowance from the government while attending a Trade School Course. The Company will supplement this allowance to provide the apprentice with a total weekly income equal to *forty* (40) times his regular hourly rate of pay. Calculation of the Company's portion will be based on the government allowance for an apprentice who is able to live at home while attending the Trade School.

If the apprentice is required to live away from home in order to attend a Trade School, he will receive the Company pay supplement referred to above in addition to any Increased allowance paid by the government to an apprentice living away from home while attending School.

An apprentice's entitlement to Vacation with Pay, Paid Holiday Pay, Weekly Indemnity, Funeral and Bereavement Leave will not be affected by his attendance at a Trade School, nor will his participation in any employee welfare plans in which he is enrolled.

6. Providing a Tradesman has completed the time in the trade necessary to write for a Provincial Trade Certificate, he may write for such certificate and receive the "A" rate immediately following his course of studies and notification that a Trade Certificate will be issued.
7. If an apprentice is entitled to a reduction in the term of his apprenticeship because of academic achievement he shall enter his apprenticeship at the proper category as per the Job Description.

JOB DESCRIPTIONS

MECHANIC

Helper

Required to work as an assistant to other mechanics as assigned. Shall be upgraded prior to or at the end of a one year period to Helper Class "A." A Helper will commence to accumulate common mechanical tools.

In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

HELPER CLASS "A"

He shall under the direction of mechanics of higher classification work on all types of equipment used on woods operations; shall be capable of performing the following jobs independently: tire repair, wash jobs, greasing and oiling service.

A helper entering the trade at this level will commence to accumulate common mechanical tools.

He shall be upgraded prior to or at the end of a one year period to Mechanic II.

In the event that he fails to display the necessary aptitude for further training he may at any time during this period be placed in other suitable employment.

MECHANIC II

He shall be capable under direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations. It is expected that eligible personnel shall put forth every effort to obtain a Provincial Trade Certificate.

MECHANIC I

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

Where a present mechanic or a person subsequently hired has no certificate but has had special training and/or is assigned on only one type of equipment, he will automatically be rated as Mechanic I.

MECHANIC CLASS "A"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner on gasoline and/or diesel powered equipment generally used in woods operations.

He will be required to direct assistants working under him and must assume full responsibility for all work performed by himself or his assistants.

He must be in possession of a Provincial Trade Certificate recommended by the Ministry of Labour of Ontario.

Mechanics presently employed in this classification will not be required to have a Certificate.

MECHANIC CLASS "A" - I

In addition to fulfilling all of the qualifications of a Mechanic Class "A" and being in possession of a Provincial Trade Certificate he shall have had advanced theoretical and practical training in equipment sub-systems or be in possession of both a motor vehicle mechanic certificate and a heavy duty equipment mechanic certificate recognized by the Ministry of Labour of Ontario.

MECHANIC LEAD

A Mechanic Lead is appointed as the need arises, must possess the qualifications set out under Mechanic Class "A" and in addition shall be capable of leading other mechanics.

A Lead Mechanic works under the direction of his Mechanical Supervisor, and has no authority to discipline or discharge other mechanics.

Mechanics presently employed in this category are not required to have a Provincial Trade Certificate.

WELDER

Helper

Required to work as an assistant to welders as assigned. He shall be upgraded prior to or at the end of a one year period to Helper Class "A." In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

HELPER CLASS "A"

He shall be capable under direction of performing the following:

1. Oxyacetylene and electrical welding in flat position with opportunity of working in other positions.

2. Cutting, soldering and brazing.

He shall be upgraded prior to or at the end of a one (1) year period to Welder II. In the event that he fails to display the necessary aptitude for further training, he may at any time during this period be placed in other suitable employment.

WELDER II

He shall be capable under direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. **He** shall also have an understanding of types of flames, oxidizing and carbonizing.

WELDER I

Shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position.

He shall be capable of performing both types of welding in all positions with all metals used on woods operations.

He must assume responsibility for all work performed by himself or his assistants.

WELDER CLASS "A"

He shall be capable without direction of performing all jobs assigned to him in an efficient manner in both oxyacetylene and electrical welding in any position. **He** shall have an understanding of types of flames, oxidizing and carbonizing.

He shall be proficient in both types of welding in all positions with all metals used on woods operations.

He must be able to fabricate from a blueprint.

He must assume responsibility for all work performed by himself or his assistants.

He must be in possession of the necessary trade certificate.

Welders presently employed in this classification will not be required to have a Trade Certificate.

WELDER LEAD

A Welder Lead is appointed as the need arises, must possess the qualifications set out under Welder Class "A" and in addition shall be capable of leading other welders.

Welders presently employed in this category are not required to have a trade certificate.

TRADESMEN'S TOOLS

Tradesmen will furnish all hand tools common to the trade. Mechanics will furnish spanners up to 1 1/4" opening, sockets up to and including 1/2" drive and 1 1/4" opening, adjustable wrenches up to 18" in length, hammers, chisels, punches and screw drivers. The Company agrees to replace any personal tools broken in service without delay, provided that such broken tools are returned. The Company agrees to provide tools to tradesmen at cost. The Company will provide on loan any special tools including power driven tools, testing and measuring instruments and gauges, pullers, sockets over 1/2" drive, spanners over 1 1/4" opening.

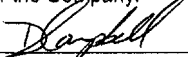
In the event that the common tools of tradesmen are required to be in metric measurements such tools shall be provided on loan by the Company.

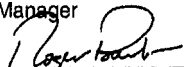
ANNUAL REVIEW OF HELPERS AND TRADESMEN

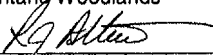
Once each year during the month of November, a group comprised of two (2) qualified management and two (2) qualified union representatives will meet and determine by review whether helpers and tradesmen qualify for upgrading. If in the Interim, upgrading is necessary, it will be done by the designated management mechanical supervisor.


Dated and Signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

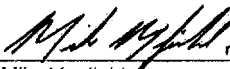

Don Campbell
Vice President and Resident
Manager

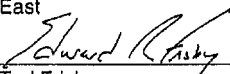

Roger Barber
Vice President
Ontario Woodlands

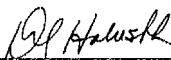

Bob Altree
Manager, Human Resources

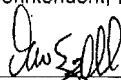

Jim Stewart
Area Manager, East


Russ Hughes
Area Manager, West

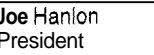

Mike Maxfield
Production Superintendent,
East

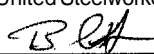

Ted Frisby
Production Superintendent,
West

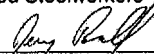

Dave Halushak
Superintendent, Labour Relations



Darin Guzzo
Superintendent, Employee Relations

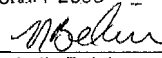
For the Union:

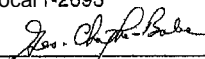

Joe Hanlon
President
United Steelworkers - Local 1-2693

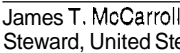

Bruce Frost
Financial Secretary
United Steelworkers - Local 1-2693


Jerry Berglund
Steward, United Steelworkers
Local 1-2693


John Krahn
Steward, United Steelworkers
Local 1-2693


Nathalie Belair
1st Vice President, United Steelworkers
Local 1-2693


George Chalko-Bolec
Steward, United Steelworkers
Local 1-2693


James T. McCarroll
Steward, United Steelworkers
Local 1-2693

PENSION AND BENEFIT PLANS

- Group Life Insurance Plan
- Weekly Indemnity Plan
(Short Term Disability Plan)
See also Article XVI - page 35
- Long Term Disability Plan
See also Article XVI - page 36
- Retirement Income Plan (1985 and 2003)
See also Article XX - **page 39**
- Drug and Hospital Care Plans
Article XIV - page 34
- Dental Care Plan
Article XIX - page 37
- Vision Care Plan
Article XXI - page 40

GROUP LIFE INSURANCE PLAN

1. DEFINITIONS

In this Plan, unless otherwise specifically provided:

- (a) "Employee" means a person in the active employment of the Company:
- (b) "insurer" means the insurance company or carrier appointed by the companies for the purpose of this Plan:
- (c) "Plan" means the Ontario Woodworkers Group Life Insurance Plan;
- (d) "Company" means the employer of an employee who is eligible to participate in the Plan:
- (e) "Insurance" means the amount of Life Insurance payable upon the death of the employee;
- (f) "Totally Disabled" means wholly and continuously disabled by sickness or an accidental bodily injury which prevents one from engaging in any occupation and from performing any work for remuneration or profit:
- (g) "Effective Date" means June 1, 1971.

2. ELIGIBILITY

- (a) All employees of the Company, who are members or are eligible to become members of the United Steelworkers Local 1-2693, shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Participation in this Plan is limited to eligible employees who have accumulated sixty-five (65) days of seniority with the Company.
- (c) Participation in this Plan is compulsory.

3. APPLICATION TO COMPANY

Eligible employees must submit a signed application card to their employer authorizing deduction of the required premium. This signed application card must be returned to the Company within thirty (30) days of the Company making this Plan available or before sixty-five (65) days of seniority have been accumulated, whichever is later.

4. REQUIRED PREMIUM

Each participating employee will contribute 50% of the premium cost or thirty cents (~~30¢~~) per thousand per month, whichever is the lesser.

5. AMOUNT OF INSURANCE

Seventy-five thousand dollars (\$75,000.00) per employee.

Effective September 1, 2008 increase the life insurance coverage from seventy-five thousand dollars (\$75,000.00) to eighty-five thousand dollars (\$85,000.00).

6. COMMENCEMENT OF INSURANCE

- (a) Insurance commences on the first (**1st**) day of the month following accumulation of sixty-five (65) days of seniority.
- (b) For a previously participating employee returning from lay-off or an authorized leave of absence, insurance commences on the first (**1st**) day of full time work.
- (c) Employees must be actively at work on **the day** this insurance commences, otherwise the insurance will commence on the date of return to work.

7. TERMINATION OF INSURANCE

The insurance under this Plan shall terminate:

- (a) When the employee's employment terminates.
- (b) Up to the end of the month following the month in which the employee is laid off.

- (c) Up to the end of the month following the month in which the employee commences an authorized leave of absence,
- (d) The employee is no longer in receipt of disability benefits under the terms of the Ontario Woodworkers Disability Benefit Plan.
- (e) The employee retires.

8. CONTINUATION FOR TOTAL DISABILITY

The insurer of this plan will be required to provide for the continuation of insurance for any "totally disabled" employee whose disability commenced prior to his sixty-fifth (65th) birthday. This continuation of insurance will not require any premium payments by the employee. Proof of disability, satisfactory to the insurer, must be provided at the request of the insurer. Notwithstanding the foregoing, insurance under this provision will terminate at age sixty-five (65).

9. CONTINUATION DURING TOTAL DISABILITY

While an employee is in receipt of benefits under the Ontario Woodworkers Group Disability Plan he may continue his group life insurance provided he continues to contribute his share of the premium as set out in Section 4.

10. CLAIMS

At an employee's death from any cause while insured, the amount of insurance shall be paid promptly to his beneficiary. The payment and the adjudication of claims are the responsibility of the Insurer.

11. BENEFICIARY

Any employee covered by this Plan, may, subject to the provisions of any applicable law from time to time in force, designate a beneficiary to receive any benefits payable under this Plan on his death and may alter or revoke such designation from time to time.

12. ASSIGNMENT

No assignment by any employee of any insurance **to** which he may be entitled under this Plan shall **be** valid.

13. INSURANCE CERTIFICATE

The insurer shall issue **to** the Company for delivery **to** each employee covered under the Plan a certificate evidencing the coverage to which he is entitled under the Plan.

SHORT TERM DISABILITY PLAN

1. DEFINITIONS

In this Plan, unless otherwise specifically provided,

- (a) "Accident" is a bodily Injury caused by external violent means;
- (b) "Disability" is a disability preventing an employee from pursuing any gainful occupation arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the company and/or insurer, and not otherwise excluded by this Plan;
- (c) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693;
- (d) "Insurer" means the insurance company or carrier appointed by the Company;
- (e) "Plan" means the Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations Short Term Disability Plan for Thunder Bay Woodlands Employees;
- (f) "Company" means the Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations;
- (g) "Weekly Earnings" mean, in the case of a day or shift worker, forty (40) hours x his regular rate; for a pieceworker "Weekly Earnings" mean forty (40) x the Feller-Limber hourly rate;
- (h) "Medical Practitioner" means registered physician or surgeon, registered dentist, or registered chiropractor.

2. PARTICIPATION

- (a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.
- (b) Employees will be able to participate in this plan on the earlier of acquiring forty-five (45) days of seniority with the Company or on the first day following three months from the date of hire.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability shall be 70% of an employee's regular wage but in no event **less** than 55% of normal weekly earnings, including overtime, shift differential, bonus, etc. (as currently defined by E.I.) The weekly disability benefit will be subject to a maximum weekly disability benefit as follows:

Effective Sept. 1, 2006	six hundred dollars	(\$600.00)
Effective Sept. 1, 2007	six hundred ten dollars	(\$610.00)
Effective Sept. 1, 2008	six hundred twenty dollars	(\$620.00)

The weekly maximum will not be **less** than the amount payable for such week under the Unemployment Insurance Act 1971 and its Regulations as amended.

4. ELIGIBILITY FOR PAYMENT

- (a) (i) Except in the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for anyone illness, beginning after three (3) continuous days from the commencement of the disability, or beginning on the first day of hospital confinement as a bed patient, if earlier.
- (ii) In the case of a disability arising out of an accident, an employee shall be eligible to receive an amount of disability benefit in accordance with Section 3 hereof, for a period not exceeding fifty-two (52) weeks for anyone accident, commencing from the date of the accident.

(iii) Disputed W.S.I.B. Claim

If an employee covered by the Weekly Indemnity Plan suffers a disability for which payment is in dispute or delayed with the W.S.I.B., Weekly indemnity payment will be made retroactively if requested by the employee and provided he has been off work for at least one (1) month due to the disability without W.S.I.B. having accepted the claim and providing the employee is subject to the rules and regulations covering the Weekly Indemnity Plan. If the W.S.I.B. claim is subsequently established, the employee will then repay the Weekly Indemnity payment(s) received to the appropriate fund or insurance company.

- (b) An employee absent from work and in receipt of an amount of disability benefit under this Plan, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence **satisfactory** to the Company and/or Insurer, and verifies the continuance of disability.
- (c) An employee shall not be eligible for an amount of disability benefit under this Plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.
- (d) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.
- (e) An employee shall be considered as eligible to submit a claim for benefit if he is requested to return to work within seven calendar days after the date of lay-off and

is unable to return to work because of disability. Disability will be considered as starting from the date he is required to return to work.

- (f) Successive periods of disability separated by **less** than four consecutive weeks shall be considered one period of disability, unless the subsequent disability is due to **an** accident or illness entirely unrelated to the previous disability and commences after return to active employment on full-time.
- (g) An amount of disability benefit under this Plan shall not be paid in the event the absence is a result of:
 - (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - (ii) Disability or **loss (1)** while the protected person is on or could be on Pregnancy/Maternity Leave, or **(2)** if a protected person fails to qualify for Pregnancy/Maternity Leave because of failure to **meet** the length of service requirements, during the period of Pregnancy/Maternity Leave that the protected person could **be** on if she qualified for such leave, in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes, or
 - (iii) Any injury or illness entitling the employee to compensation under any Workplace Safety Insurance Board or similar legislation, or
 - (iv) Self-destruction or any self-inflicted injury, while sane or insane, or
 - (v) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in a riot, or civil commotion, or
 - (vi) Disability for which the employee is not under the treatment of a medical practitioner, or
 - (vii) For a period of disability in excess of four weeks where treatment is rendered solely by a

chiropractor. In the case of chiropractors, certification of disability will only be accepted for payment of benefit for up to a maximum of four (4) weeks per insured person per calendar year, or

- (viii) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of treatment by a specialist in care and treatment of alcoholism and/or drug addiction, or unless the employee is undergoing regular rehabilitative treatment approved by the insurer and a physician.
- (h) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.
- (i) An amount of disability benefit will not be payable following the normal retirement date of an employee, or other than retirement under the total and permanent disability provision of the Company pension plan.
- (j) An amount of disability benefit will not be payable following the early retirement date of an employee, if early retirement was approved prior to the onset of the disability.
- (k) The amount of disability benefit under this plan will be reduced by the amount of pension for which the employee is eligible under the total and permanent disability provision for the Company pension plan.

5. PAYMENT OF BENEFITS

- (a) In computing the amount of disability benefits, disability will be considered as starting from the first day of disability; however, an employee must be certified by a medical practitioner for the disability within the first three (3) days of disability. In the event that the employee is not certified within the first three (3) days, disability will be considered as starting two complete days prior to the day that the employee is actually certified by a medical practitioner.

- (b) A daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh (1/7) the weekly amount of disability benefit under Section 3 hereof.
- (c) The amount of disability payments will be paid every week. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

6. MISCELLANEOUS PROVISIONS

- (a) An employee absent on an authorized leave of absence on the date he was to become eligible under this Plan, as set out in Section 4, shall, upon the date of his return to active employment, be eligible to participate in this plan.
- (b) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan up to a maximum of thirty-one (31) days, or up to the date he would have been laid off should lay-off occur during this period.

7. GOVERNMENT DISABILITY PLANS

- (a) The amount of disability benefit under this plan will be reduced by the amount for which the employee is eligible to receive under the disability benefits provision of the Canada or Quebec Pension Plan, or similar provisions in any other Government Plans for disability, for which the employee is receiving or is eligible to receive an amount of disability benefit under this Plan, except for war disability pensions, Workplace Safety Insurance Board disability pension and Employment Insurance disability.

It is understood that an employee receiving benefits under this Plan will make an application for Disability Benefits under the Canada or Quebec Pension Plan when eligible to do so, and when the employee's disability has been determined as being severe and prolonged by the employee's physician. If the application is approved, benefits under this Plan will

then be offset by the amount of CPP/QPP primary benefit received by the employee, retroactive to the date of eligibility as approved by the Canada or Quebec Pension Plan.

- (b) The company and/or insurer may require certification or verification of the amount of income from the **Canada/Quebec** Pension Plan or such other Government Plans.
- (c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be through some other mutually satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability, Such **examinations** shall be conducted by a medical practitioner, designated by the Company and/or insurer.

Cost of the physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the Insurer.

9. ADMINISTRATION

- (a) it shall be the obligation of the employee to notify immediately the company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him.
- (b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the Plan and the Company may then forward the claim forms to the insurer **as** its agent for further processing.
- (c) The Company will meet the representatives of the Union from time to time, for purposes of discussing the

administration of the plan and any problems which may arise.

- (d) Should an employee or the Union have any complaint concerning entitlements to benefits under **the** Plan, the matter may be taken up as a grievance and processed to arbitration as provided for under Article VIII of the Collective Agreement, commencing at Stage 3. **The** arbitration board shall have powers to adjudicate on the merits of the grievance.

LONG TERM DISABILITY BENEFIT PLAN

1. DEFINITION

In this plan, unless otherwise specifically provided:

- (a) "Disability" is a disability preventing an employee from performing any and every duty of any occupation for which he is reasonably fitted by education, training or experience, arising from any mental infirmity, bodily disorder, or bodily injury, verified to the satisfaction of the Company and/or insurer, and not otherwise excluded by this plan;
- (b) "Employee" means an employee in the active employment of the Company, who comes under the jurisdiction of the Labour Agreement by and between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local **1-2693**;
- (c) "Insurer" means the insurance company or carrier appointed by the Company;
- (d) "Plan" means the Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations Long Term Disability Benefit Plan for Thunder Bay Woodlands Employees;
- (e) "Weekly Earnings" mean, in the case of a day or shift worker forty (40) hours x his regular hourly rate; for a pieceworker "Weekly Earnings" mean forty (40) x the Feller-Limber hourly rate;
- (f) "Company" means Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations.

2. PARTICIPATION

- (a) All employees of the Company shall be eligible to participate in this Plan, in accordance with the provisions listed herein.

- (b) Participation in this Plan is limited to employees who have accumulated forty-five (45) days of seniority with the Company.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefits shall be 50% of an employee's weekly earnings (as defined in Section 1 (e)), immediately preceding the date of disability (55% effective April 1, 1991) payable until the earlier of recovery, or attainment of age sixty-five (65).

4. ELIGIBILITY FOR PAYMENT

- (a) An employee shall be eligible to receive an amount of disability benefit after fifty-two (52) weeks of weekly indemnity entitlement for the same disability under the Company's Short Term Disability Benefit Plan.
- (b) An employee absent from work and in receipt of an amount of disability benefit, shall continue to receive such benefit, even though a work shortage develops which would have resulted in his being laid off had he been at work, provided that the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer, and verifies the continuance of disability.
- (c) An **employee** shall not **be** eligible for an amount of disability benefit under this plan unless he is actively employed by the Company at the date that he becomes eligible or until he subsequently returns to active employment.
- (d) In the event of a lay-off, an employee who is insured under the terms of this plan shall be considered as still employed for purposes of this benefit up to the end of the policy month next following the policy month in which the employee was laid off.
- (e) An employee making a claim for an amount of disability benefit after lay-off or termination of employment, for disability established to the satisfaction of the Company and/or insurer as having occurred prior to his lay-off or termination, shall be

eligible for an amount of disability benefit provided such disability was accompanied by a continuance of absence that commenced prior to actual lay-off or termination.

- (f) Successive periods of disability separated by less than six consecutive months shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full time.
- (g) An amount of disability benefit under this plan shall not be paid in the event the absence is a result of,
 - (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or
 - (ii) Self-destruction or any self-inflicted injury, while sane or insane, or
 - (iii) Any injury or illness resulting from insurrection or war, whether war be declared or not, or from participation in riot or civil commotion, or
 - (iv) Disability for which the employee is not under the treatment of a physician, or
 - (v) Alcoholism or Drug Addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.
- (h) An amount of disability benefit will not be payable following the early retirement date of any employee, if early retirement was approved prior to the onset of disability.
- (i) An amount of disability benefit will not be payable for those days for which the employee receives holiday pay, vacation pay, or more than one-half day's regular pay, from the Company.

- (j) An amount of disability benefit under this plan shall not be payable,
 - (i) while the employee is on or could be placed on Pregnancy/Maternity Leave, or
 - (ii) if an employee fails to qualify for Pregnancy/Maternity Leave because of failure to meet the length of service requirements, during the Pregnancy/Maternity Leave that the employee could be on if she qualified for such Leave, in accordance with the Employment Standards Act 1974, Ontario, or any other relevant provincial statutes.

5. PAYMENT OF BENEFITS

- (a) The daily rate of payment for each calendar day of absence that qualifies for payment shall be one-seventh the weekly amount of disability benefit under Section 3 hereof. Payment of such benefits will be made in accordance with Section 5(b) below.
- (b) Disability benefits will be paid monthly in arrears. The monthly benefit is equal to 4.33 times the benefit under Section 3 hereof.

6. MISCELLANEOUS PROVISIONS

- (a) An employee absent due to disability or on an authorized leave of absence, on the date he was to become eligible under this plan, shall, upon the date of his return to active employment, be eligible to participate in this plan.
- (b) If an employee who has been covered under the terms of this plan is granted an authorized leave of absence, such employee shall be considered as still covered under the terms of this plan to a maximum of thirty-one (31) days.

7. GOVERNMENT DISABILITY PLANS, INCLUDING WORKPLACE SAFETY INSURANCE BOARD

- (a) The amount of disability benefit under this plan will be reduced by the amount of primary benefits for which an employee is eligible under the disability benefit provisions of the Canada or Quebec Pension Plan or similar provisions in any other Government plans for disability, including Workplace Safety Insurance Board benefits, for the same disability which the employee is receiving an amount of disability benefit under this plan, except for War Disability Pension, Workplace Safety Insurance Board Disability Pension, and except for increases in government benefits occurring twelve (12) months or more from the date of the first benefit payment:
- (b) The Company and/or insurer may require certification or verification of the amount of Income from the Canada or Quebec Pension Plan or such other Government Plans;
- (c) The amount of disability benefit in excess of the amount which should have been paid may be deducted from the amount of any future disability benefit, or repaid by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

8. PHYSICAL EXAMINATIONS

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer.

Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

Should the employee so desire he may seek the opinion of a doctor of his choice: should the diagnosis of his doctor not be in agreement with that of the physician designated by the insurer and/or Company, a physician, who is a practicing

specialist of the disability in question, satisfactory to the parties, shall render a final and binding opinion.

It is understood that in the event an initial application for benefits is denied by the Insurer, the provisions of Section 8 pertaining to further medical opinions will be made available to the employee.

9. REHABILITATION

An employee receiving an amount of disability benefits under this Plan may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

10. ADMINISTRATION

- (a) It shall be the obligation of the employee to notify immediately the Company of his absence due to disability, following which the Company will issue the necessary initial claim forms to him;
- (b) Completed claim forms will be checked by the Company to determine whether or not an employee is a participant in the plan, and the Company will forward the claim forms to the insurer for adjudication and processing
- (c) To assist the insurer in the proper adjudication and processing of claims, the Company and/or insurer may establish claims control procedures:
- (d) Should an employee or the Union have any complaint concerning administration of the Plan, the matter may be taken as a Grievance as provided for under Article VIII of the Collective Agreement.

RETIREMENT INCOME PLAN

As amended May 18, 1988, June 2, 1988, March 13, 1991, February 1, 1994, June 6, 1999, April 28, 2002 and January 1, 2003.

1. Definitions

- (a) "Company" means Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations.
- (b) "One Year of Continuous Service" means service on the payroll of the Company totalling two hundred (200) work days or more (as specified under Article 6.03 of the Collective Agreement) from the last date of hire.
- (c) "Employee" means a person who
 - (i) is employed in a full-time regular position including pieceworkers but excluding employees hired under the Silvicultural Addendum;
 - (ii) is on the Company's hourly payroll, and
 - (iii) is a member of United Steelworkers Local 1-2693.
- (d) "Member" means an Employee who has fulfilled the eligibility and enrolment requirements of Section 4.
- (e) "Member's Account" means all contributions by the Member and the Company on behalf of the Member, plus investment earnings.
- (f) "Registered Retirement Savings Plan (RRSP)" means the Retirement plan established September 4, 1985 to provide retirement income benefits for Thunder Bay Woodlands Employees of the Company. As at January 1, 2003 no further contribution as defined in Section 5 under the Retirement Income Plan (1985) will be permitted to the Registered Retirement Savings Plan (RRSP).

- (g) "Registered Pension Plan (RPP)" means the Retirement Plan effective from January 1, 2003 to provide retirement income benefits for Thunder Bay Woodlands Employees of the Company. From January 1, 2003 all contributions as defined in Section 5 under the Retirement Income Plan (1985) will be allocated to the Registered Pension Plan (RPP).
- (h) "Retirement Plan" means the Plan, includes the Registered Retirement Savings Plan (RRSP) and Registered Pension Plan (RPP), to provide retirement income benefits for Thunder Bay Woodlands Employees of the Company.
- (i) "Vesting" means a Member's entitlement to the contributions made on behalf of the Member by the Company. A Member is immediately entitled to the portion of the Member Account arising from required Member contributions.

For the purposes of this Plan, the phrase 'vested Member Account' will include the vested portion of the Company contributions in addition to required Member contributions.

- (j) "Locking-in" means the portion of the Member Account representing required Member and Company contributions is locked-in. Locked-in benefits must be used to provide a pension at retirement and cannot be withdrawn in cash.
 - (k) "Plan Trustee" means the trustee and/or insurance company appointed by the Company to be the administrator of the Plan and custodian of the Plan's assets.
2. The parties of this Agreement agree that there will be no change, suspension or discontinuance of the Retirement Plan for the life of this Agreement, except through mutual agreement by the parties to this Agreement or through government legislation. If, at any time, it shall be necessary or appropriate to make any revisions in the Retirement Plan to obtain or retain any acceptance or approval by tax authorities or to comply with any applicable law, the

Company will amend the Plan accordingly to comply.

3. The conditions and provisions of this Retirement Plan will be embodied in the text of the Retirement Income Plan for Woodlands Employees.

4. Eligibility and Enrolment

Each Employee at September 17, 1985, and each Employee hired thereafter, shall join the Retirement Plan on the January 1st coincident with or next following the completion of One Year of Continuous Service, provided he is then an active Employee or is on authorized leave for vacation, jury duty or bereavement and provided that they are not then sixty-five (65) years of age or over.

5. Contributions (mandatory participation)

The Company shall contribute eighty dollars (\$80.00) for each calendar month to a maximum of nine hundred and sixty dollars (\$960.00) in a year, for which the Member receives pay for time worked, or is on weekly indemnity, long term disability, W.S.I.B. [first twelve (12) months only], vacation, jury duty, bereavement, maternity or is on temporary leave of absence on Union business or off-the-job training.

Eligible Plan Members will also contribute to the Plan, at the rate of eighty dollars (\$80.00) for each calendar month, to a maximum of nine hundred and sixty dollars (\$960.00) in a year.

The Plan Member contribution will only be deducted if the Plan Member qualifies for the contribution as described above for the pay period and has sufficient net earnings from the Company during such period from which the deduction may be made.

The amount of such contribution not deducted will be deducted from his pay in subsequent payroll periods in the same Plan Year unless the employee notifies the Payroll Office within a reasonable time that he wishes to forego the missed contributions and related pensionable service.

Once a Member begins to contribute, payroll deductions will

automatically continue until the Member's Normal Retirement Date.

Contributions will commence for the period which ends the later of September 17, 1985, or the date the Employee becomes a Member.

The Company will contribute a further eighty dollars (\$80.00) per calendar month for each calendar month that the Employee contributes his share to the Plan to a total combined maximum contribution of two thousand eight hundred and eighty dollars (\$2,880.00) per year.

Effective September 1, 2006, increase each contribution from ninety dollars (\$90) to ninety-five dollars (\$95).

Effective September 1, 2007, increase each contribution from ninety-five dollars (\$95) to one hundred dollars (\$100).

Effective September 1, 2008, increase each contribution from one hundred dollars (\$100) to one hundred and five dollars (\$105).

Company and Member contributions may not be withdrawn from the Plan while the Member is employed with the Company.

Company and Member contributions made to the Registered Retirement Savings Plan (RRSP) may not be withdrawn from the Plan while the Member is employed with the Company.

Company and Member contributions through payroll deduction will cease to be made to the Registered Retirement Savings Plan (RRSP) effective the last payroll of December 2002. As at January 1, 2003 all Company and Member contributions through payroll deduction will be made to the Registered Pension Plan (RPP).

6. Retirement Dates

(a) Normal Retirement - The Normal Retirement Date is the first day of the month following the Member's sixty-fifth (65th) birthday.

- (b) **Early Retirement** - Early Retirement will be permitted at the election of the Member on or after the first day of any month following attainment of age fifty-five (55).

7. Retirement Benefits

The amount of annual retirement benefit payable to the Member will depend on the value of the Member's Account, the Member's age, the form of payment chosen, and the prevailing interest rates at retirement. Prior to retirement, the Member may elect one of the following options depending on which one best suits his/her situation:

Registered Retirement Savings Plan (RRSP) Account:

- (a) Annuity - life only, life guaranteed 5, 10 and 15, joint and last survivor
- (b) Registered Retirement Income Fund (RRIF)
- (c) Cash payment (subject to tax)

Registered Pension Plan (RPP)

- (a) Annuity - life only, life guaranteed 5, 10 and 15, joint and last survivor
- (b) LIF
- (c) LRIF

Upon retirement and prior to selecting any option, members should contact the carrier of the Retirement Savings Plan on the various options to ensure they are making an informed decision.

8. Termination of Employment

When a Member terminates employment the Member is entitled to the full value of the Member's Account.

Upon termination of employment for reason other than death or retirement, the Member's Account must be transferred from this Plan to one of the following, as elected by the Member:

Registered Retirement Savings Plan (RRSP) Account:

- (a) a subsequent employer's RRSP plan provided that such employer accepts the transfer,
- (b) transfer to a RRSP offered through a bank or trust company,
- (c) transfer to a RRSP offered by the current administrator of the Retirement Savings Plan,
- (d) A cash payment (subject to tax).

Registered Pension Plan (RPP)

- (a) transfer to another registered pension plan
- (b) transfer to a locked-in retirement account
- (c) purchase a deferred annuity with a financial carrier licensed under Canadian or Provincial Law to provide annuities, payable not later than the end of the year in which the Member reaches age 69 or such other age specified by the Applicable Legislation.
- (d) Purchase an immediate annuity or transfer to a life income fund or locked-in retirement income fund with a financial carrier licensed under Canadian or Provincial Law to provide annuities, if the Member is within 10 years of Normal Retirement Date.

9. Transfers In

The 1985 group RRSP retirement income plan will be closed to contributions or transfers on and after January 1, 2003. In addition, with effect from January 1, 2003 the group RRSP will **be** closed to new members.

A person who becomes an Employee of the Company may elect to make a single lump sum transfer of monies to the registered pension plan RPP - 2003 from his prior employer if allowed under the applicable rules of the respective plans. The amount transferred to this Plan will be administered in accordance with the rules of this Plan.

Such employee will be considered a new hire for purposes of enrollment in the Plan and eligibility for Company contributions.

10. Death In Service

Each Member will be required to designate a beneficiary at enrolment date. If the Member dies while employed by the Company, the Member's Account will be paid in a lump sum to his named beneficiary or, in the absence of a valid beneficiary designation under the members Account, the Members Account will be paid to his/her estate.

11. Administration

The Company will be responsible for all aspects of the Plan administration and will pay the cost of administering the Plan. Individual employee statements will be prepared and distributed annually by the Plan Trustee showing the Member's position in the Plan.

12. Advisory Committee

A Pension Advisory Committee will be established with equal representation from both the Company and the Union to:

- i) Review the performance of the investment options under the Plan.
- ii) Review the performance of the Funding Agent.
- iii) Review the investment options available under the Plan and ensure that Members have sufficient choice of investments to meet their needs and make other changes to the Plan as required.

13. Retiree Benefits

For employees retiring on or after the first of the month following ratification (July 1, 1999) and up to age sixty-five (65), employees shall receive the benefits of the Drug and Hospital Care Plan and Life Insurance Plan, if the employee agrees to pay the annual premium, payable in one lump sum at the beginning of each year.

LETTERS OF UNDERSTANDING

between

Bowater Canadian Forest Products Inc.

(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

INDEX

LETTERS OF UNDERSTANDING

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Addendum to the Collective Agreement

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)
hereinafter referred to as "The Company"

and

United Steelworkers Local 1-2693
hereinafter referred to as "The Union"

Seasonal Silviculture Work

The Company and the Union agree that where it is necessary for the Company to increase its work force of employees listed on the seniority list for the sole purpose of carrying out seasonal silviculture work, (reforestation) the Company may hire additional employees to perform seasonal silvicultural work under the provisions of the Collective Agreement and as amended by this Addendum for such seasonal employees.

For the purposes of this Agreement, reforestation shall be understood to be any practice which relates directly to the regeneration of the forest after harvesting, including but not limited to, site preparation, tree planting, juvenile spacing/thinning, etc. The above does not include commercial thinning.

- 1) Re: Article V - Union Membership
 - a) The employees hired to perform seasonal silviculture work shall not be required to make an application to become a member of the Union while they remain employed at such work.
 - b) The Company shall put these employees on check-off at the time of hire and deduct the Union's monthly membership dues from monies due them and remit

same to the Union office monthly, accompanied with the list of said employees.

2) **Re: Article VI - Vacation With Pay**

For such aforesaid employees, Vacation with Pay credits shall be paid at the rate of 4% of his gross earnings and the total accrued amount of credits shall be paid by cheque to each employee at the time of termination or lay-off from such seasonal employment.

3) **Re: Article VII - Holidays With Pay**

- a) For such aforesaid employees who qualify under Section 12.02 shall be paid without the performance of work for the holidays listed in 7.01 excluding floating holidays.

The employee must have worked the last scheduled shift before, and the first scheduled shift after the holiday, except when the employee is absent due to a confirmed illness or accident, in which case the employee shall be paid.

Employees absent due to a confirmed illness or accident shall only be entitled to **one** holiday after the start of such absence.

- b) The provisions set out in Section 7.02(b), 7.02(c), 7.02(d), 7.02(e), 7.02(f) and 7.03 are not applicable.

4) **Re: Article X - Working and Living Conditions**

Where silviculture work is to be carried out in areas that are not accessible from communities on a daily commuter basis, the contractor may set up suitable temporary camps on the licence, to accommodate employees **so** engaged. The charge for board and lodging will be set to reasonably cover the costs incurred by the contractor to provide such service, provided the cost **does** not exceed ten dollars (\$10) per day.

5) Re: Article XI - Hours of Work

- (a) It is understood the employer reserves the right to operate on a seven (7) day per week basis. Employees will normally be scheduled for forty (40) hours per week on either an eight (8) or ten (10) hour per day basis, Sunday to Saturday inclusive. Schedules will be established on a local basis with the involvement of employees.

It is agreed that pieceworkers may be requested to work in excess of their regular work day or work week, and will be paid in accordance with the overtime provision following.

The regular work day shall be eight (8) consecutive hours, mealtime excepted. However, at the request of the employees or the Company and by mutual agreement, the work day of eight (8) hours may be scheduled in any twelve (12) hour period, divided into not more than two (2) parts, provided there is a break of at least eight (8) hours between days worked.

(b) Overtime

Employees who are requested to work in excess of their scheduled eight (8) hours or ten (10) hours per day will, in addition to their piecework rates, receive premium pay for all such overtime hours worked based on one-half (1/2) of the rate calculated by dividing the total trees planted in the scheduled five days by the total hours worked.

All trees planted by employees on their designated sixth day (Saturday or Monday) and/or on Sunday, shall be paid for at one and one-half (1.5) times the rate.

6) Re: Article XII - Seniority

- a) The Company recognizes the principle of seniority for the aforesaid employees. Seniority will govern, subject to reasonable consideration of skill, efficiency and ability in promotions, transfers, lay-off and rehires. Seniority will govern on a camp basis.

- b) Employment of any new employees shall be considered probationary until he has worked thirty (30) days within a six month period.
- c) A separate seniority list shall be established and maintained of the aforesaid employees, which will show the accumulated work days plus paid holidays of each employee while so employed. This shall be referred to as the silvicultural seniority list.
- d) An employee, on the silvicultural seniority list, hired on other production operations will be required to complete a further thirty (30) day probationary period in accordance with Section 12.02.

Upon completion, his silvicultural seniority from the last date of hire shall be transferred to the seniority list as established and maintained under Article XII of the Collective Agreement.

7) The provisions set under:

Article XIV - Drug and Hospital Care Plans

Article XV - Life Insurance

Article XVI - Weekly Indemnity and Long Term Disability Plan

Article XVII - Bereavement Pay

Article XVIII - Jury Duty Allowance

Article XIX - Dental Care Plan

Article XX - Retirement Income Plan

Article XXI - Vision Care Plan

are not applicable for the aforesaid employees.

8) Re: Commuters

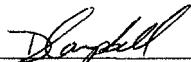
Where marshalling points are not established in the Collective Agreement which are suitable to a particular silviculture Commuter operation, they shall be established by **negotiations** between the Company and the Union prior to commencement of such operations.

The above silviculture agreement does not impact on recent site preparation practices.

Originally signed at Thunder Bay, Ontario this 6th day of August, 1980.

Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

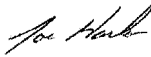


Roger Barber
Vice President,
Ontario Woodlands



Bob Altree
Manager, Human Resources

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Vacations **with** Pay **6.01(b)**

Where problems arise as to period of vacation time off at a given time of the year, the matter shall be dealt with and resolved at the operational locations where it exists with the employees involved.

The guide which will be applied to resolve such problems, shall be that during the months of June, July and August, any employee who is entitled to three (3) weeks or more vacation time off, shall be permitted to have a minimum of three (3) consecutive weeks vacation, if **so** requested. For the remaining months of the year, the employee shall be permitted to have all of his vacation time off on a consecutive basis, if **so** requested. Where scheduling is necessary in order to fulfill the aforesaid understanding, it shall be established with preference given on seniority basis, provided the request has been made at least two (2) months in advance.

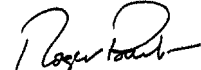
Re: Working and Living Conditions – 10.03 (b)

Air conditioning will be installed in cookeries, and humidifier systems in bunkhouses will be checked and maintained on a regular basis.

Originally signed at Thunder Bay, Ontario this 29th day of January, 1979.

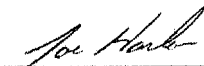
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

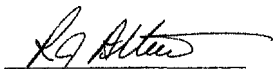


Roger Barber
Vice President,
Ontario Woodlands

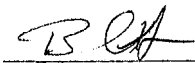
For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

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Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

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Seniority Rights of Employees Under 12.03 (A)

An employee who has received notice of lay-off may elect to:

- a) Accept layoff.
- b) Exercise seniority and “bump” to another job that is continuing for which he is qualified, and which is either vacant or filled by an employee with less seniority.

The following conditions shall apply:

- a) **Acceptance of Lay-Off** – An employee is permitted to indicate his desire to be recalled to his regular classification on a Companywide basis or alternatively be recalled to his former classification and location only, as seniority permits.
- b) **Exercise Seniority and “Bump”** – An employee may exercise seniority in the following preferential order.
 - i) **Own Classification** – If seniority permits, the employee will bump the most junior employee in his classification in his same “zone”. If none, the employee will bump the most junior employee in his classification in a zone of his choice.

- ii) **Any Classification (for which the employee is qualified)** – If seniority permits, the employee will bump the most junior employee in the classification selected in his camp. If none, the employee will bump the most junior employee in his same "zone." If none, the employee will bump the most junior employee in a zone of his choice.

When an employee is laid off from his regular position for less than twelve (12) months, he has the option of:

- 1) Returning to his regular position, or
- 2) Remaining on the bumped position, or a position to which he has been recalled. In such event that position is considered to be his regular position.

Originally signed at Thunder Bay, Ontario this 22nd day of October, 1978.

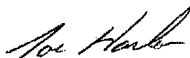
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

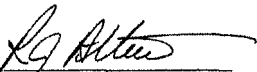
For the Union:



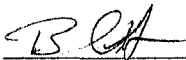
Roger Barber
Vice President,
Ontario Woodlands



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

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Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

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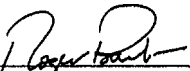
Licences- Truck and Bus Drivers

The Company will reimburse Truck or Bus Drivers for time lost, if necessary, when summoned by the Ministry of Transportation and Communications to renew their licence, where such renewal is required in order to continue in their jobs as a Truck or Bus Driver.


Originally signed at Thunder Bay, Ontario this 9th day of October, 1980.

Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

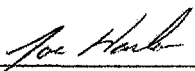


Roger Barber
Vice President,
Ontario Woodlands




Bob Altree
Manager, Human Resources

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Hours of Work, Cookery Staff

Notwithstanding the provisions of the Collective Agreement covering the above [Article 11:05(b)] employees may arrange for time off in lieu of overtime pay on the following conditions:

Time off in lieu of overtime pay shall be solely at the option of the employee.

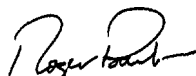
If time off is taken, it must be taken at a time mutually agreeable to the Company and the employee.

- This provision shall apply only to overtime worked Monday to Friday inclusive, and time off shall be taken in the week in which overtime has been accumulated.

Originally signed at Thunder Bay, Ontario this 16th day of November, 1984.

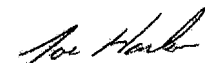
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:



Roger Barber
Vice President,
Ontario **Woodlands**

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Hours of Work Article 11

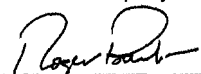
Notwithstanding the specific terms of Article 11 - Hours of Work, it is understood that the work-week and hours of work may be amended to provide alternative scheduling.

Such alternative scheduling shall not include provision for a seven (7) day operation, will be applied on a camp by camp basis, and all terms will be subject to agreement between the Union, the Company and the employees involved.

Originally signed at Thunder Bay, Ontario this 6th day of July, 1988.

Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:



Roger Barber
Vice President,
Ontario Woodlands


For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Early Starting **Time Road Construction** (Article XI)

During the period of May to August inclusive, two shift access road construction operations may commence at 6:00 a.m.

Originally **signed** at Thunder Bay, Ontario **this 6th** day of July, **1988**.


Renewed and **signed** at Thunder Bay, Ontario **this 1st** day of May, **2007**.

For the Company:



Roger Barber

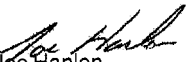
Vice President,
Ontario Woodlands



Bob Altree

Manager, Human Resources

For the Union:



Joe Hanlon

President,
United Steelworkers
Local 1-2693



Bruce Frost

Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Fuel Truck Driver (Article 11:02 Shift Schedule)

It is understood that for purposes of scheduling the Fuel Truck Driver Articles 11.02 (a), 11.02 (b), and 11.03 (b) to read 6:00 a.m. instead of 7:00 a.m. and 6:00 p.m. instead of 5:00 p.m.

Originally signed at Thunder Bay, Ontario this 6th day of July, 1988.


Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:



Roger Barber

Vice President,
Ontario Woodlands



Bob Altree
Manager, Human Resources

For the Union:



Joe Hanlon

President,
United Steelworkers
Local 1-2693



Bruce Frost

Financial Secretary,
United steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Division
(Thunder Bay Woodlands Operations)

and

United Steelworkers Local 1-2693

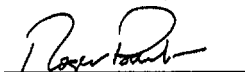
**Early Starting Times for
Site Preparation and Tree Planting**

During the months of May, June, July, August and September, tree planting and two-shift operations on site preparation may commence work at 6:00 a.m. if agreed to by the individual crews involved.

Originally signed at Thunder Bay, Ontario this 6th day of July, 1988.

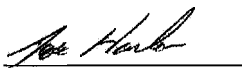
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

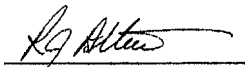


Roger Barber
Vice President,
Ontario Woodlands

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Alternate Work-Week and Work-Day Scheduling

It is understood that this Agreement is supplementary to the Collective Agreement between the parties, and is intended to cover the special conditions arising from the re-arrangement of work-week and work-day scheduling.

A. General

1. Alternative Work-Week and Work-Day Scheduling will be introduced as described herein on a trial basis at Camp 45, on a date mutually agreed to by the parties.
2. There will be an initial trial period of three (3) months duration. During this time, either party may request a meeting to discuss any problems that may arise in the operation of this Agreement. At the end of the three (3) month trial period, the parties agree to review these arrangements for the purpose of either continuing or terminating the special Agreement.
3. Once implemented on a continuing basis following the trial period, either party may terminate this special agreement upon giving the other party at least fifteen (15) days written notice of their desire to terminate the arrangement.

B. Alternative Work-Week Scheduling

It is understood that alternative Work-Week Scheduling will apply only to operations being carried out on a regularly scheduled 2-shift basis, truck hauls excepted.

The following provisions of the Collective Agreement, and all other Letters of Understanding etc., between the parties, shall be amended as follows as applicable only to those employees assigned to the alternative schedule:

1. Hours of Work – Article XI

a) 11.01(a) (2nd paragraph)

It is understood the Work Week for night shift workers assigned to the modified work week schedule shall be forty (40) hours per week, ten hours per day, Monday to Thursday inclusive.

b) Night Shift Schedule {11:03(b)}

It is understood the "Night Shift" or "Second Shift", for employees assigned to modified shift scheduling, shall consist of ten (10) consecutive hours, mealtime excepted, and shall commence prior to 7:00 p.m.

c) Shift Schedule

Employees shall normally be assigned to the following shift schedule and scheduled hours of work:

MON TUES WED THUR FRI SAT SUN

WEEK 1

DAY	A-8	A-8	A-8	A-8	A-8	X	X
NIGHT	B-10	B-10	B-10	B-10	X	X	X

WEEK 2

DAY	B- 8	B- 8	B- 8	B- 8	B- 8	X	X
NIGHT	A-IO	A-IO	A-10	A-10	X	X	X

During any week in which a Paid Holiday falls, the shift schedule may, at the option of the employees, be scheduled in the normal manner (i.e. - five (5) eight (8) - hour shifts).

{Re: 11:03(d), it is understood that Supervision shall ensure night shift employees are advised of any deviation from usual shift schedule when schedule is posted in camp on Thursdays.}

d) Shift Differential (11.03 (a), 11.03 (b))

Shift Differential shall be paid in accordance with the Agreement, i.e., on "night" or "second" shift.

e) Reporting Pay {11:04(a) & 11:04(b)}

it is understood for employees scheduled on regular ten (10) hour shift, "one-half day" shall be interpreted as five (5) hours pay "full day" shall be interpreted as ten (10) hours pay and wherever "four (4)" appears, this shall be read to mean "five (5)."

f) Overtime {11:05(a)}

For employees scheduled on regular ten (10) hour shift, time-and-one-half shall apply for all time worked in excess of ten (10) hours per shift, and for all hours outside of his regular scheduled hours of work. Double time will be paid after ten (10) hours of work on an employee's designated day off and on a Sunday.

g) Call-In (11:07)

For an employee who is on a regularly scheduled ten (10) hour shift, who is called in, and who continues to

work into his shift, 11:05(a) shall apply after the employee has completed ten (10) hours work exclusive of the time worked prior to his starting time.

2. Vacation with Pay – Article VI

For purposes of this Article, an employee who is working the "night or second shift" on the modified shift schedule, shall be credited with five (5) days in any week in which the four (4) regular shifts are "worked" in accordance with the provisions of Article 6:03. An employee who has worked three (3) or less days in the week shall be credited with actual days worked.

3. Holidays with Pay – Article VII

- a) Qualified employees not working on a Holiday shall be paid for eight (8) hours at their regular rate of pay.
- b) An employee requested to work the "second shift" (10 Hours) on any holiday shall be paid at the rate of time and one-half for the first ten (10) hours of work, at the rate of double time after ten (10) hours of work, and if qualified, in addition shall receive eight (8) hours pay in lieu of the holiday.
- c) Notwithstanding the scheduled shift hours, an employee granted a floating holiday shall receive eight (8) hours pay.

4. Bereavement Pay - Article XVII

For Employees on modified shift scheduling, this clause will be administered on the basis of payment for each regular shift missed {either eight (8) hours or ten (10) hours}, but in no event shall the total paid exceed forty (40) hours pay in the case of death of father, mother, spouse or children, nor exceed twenty-four (24) hours pay in the case of death of other specified family members.

5. Jury Duty/Subpoenaed Witness Allowance - Article XVIII

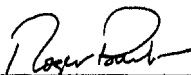
Employees will be paid the difference between payment received for such duties and their regular pay they would have received for each scheduled shift lost, either eight (8) or ten (10) hours.

Note: These special arrangements, where applicable, are subject to approval of the Director appointed under the Employment Standards Act of Ontario.

Originally signed at Thunder Bay, Ontario this 23rd day of November, 1994.

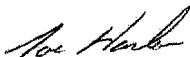
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:



Roger Barber
Vice President,
Ontario Woodlands

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Wood Haul Operations

The parties agree to implement the following changes to the wood haul operations with effect from the date of signing this Letter.

1) Hours of Work

Shift schedules covering both the work week and daily hours of work will be modified in accordance with the following principles:

- a) The starting time of the daily work schedule for an employee will be based on a schedule for arrival at the loading point. Specific schedules shall be established on a camp by camp basis only by agreement of **the** parties giving consideration to type of operation, **expected** loading time, haul distance and production operating schedules.
- b) Weekly work schedules shall provide for alternative scheduling, and may include an averaging formula.

It is understood and agreed that the provisions of the Letter of Understanding Re: Alternate Work-Week and Work Day Scheduling shall be amended and interpreted to give effect to the foregoing arrangements, and **the** Letter of Understanding re: "Wood Haul Trucks" dated September 27, 1991, may

be amended as necessary upon agreement by both parties to allow such modified scheduling to be implemented.

2) Spare List

A "Spare Operator" list will be established in order to facilitate modified shift schedule and to provide short-term replacement operators. The "list" will be established and administered in accordance with the attached outline.

3) Seniority

Effective from date of signing, the understanding re: "zone seniority" shall be amended in order to provide that all Truck Drivers employed on Hauls controlled and dispatched from Thunder Bay shall be considered as part of Zone 1.

Originally signed at Thunder Bay, Ontario this 23rd day of November, 1994.

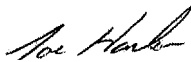
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

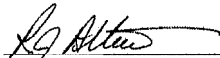


Roger Barber
Vice President,
Ontario Woodlands

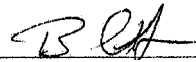
For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Wood Haul Operations

"Spare Operator List"

A "Spare Operator" list will be established and maintained in accordance with the following understanding.

- 1) The number of employees assigned to the spare list will be limited to five (5), subject to change as may be agreed upon by the parties.
- 2) Employees will be placed on the spare list on a voluntary basis through layoff or recall. An employee who does not wish to be placed on the spare list will not forfeit any normal recall rights he may otherwise hold.
- 3) An employee on the "spare list" will be recalled to his regular position when seniority permits.
- 4) The "active spare list will be updated weekly, or as required by the Employment Office.
- 5) Spare operators will be on call to replace regular operators for short term absences (such as floaters, sickness, emergency leave, etc.). They will be subject to call, as required on short notice. No guarantee can be made that the "senior" employee will always work, but employees will be called for duty in seniority order.
- 6) Assignment may be made as vacation relief (outside of prime vacation months of June, July, and August) subject to Article 12.03 (c) of the Collective Agreement. (Appendix to Letter of Understanding: Wood Haul Operations date the 15th day of January, 1994).

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

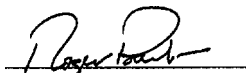
Owner-Operators

Opportunities for employees to operate self-owned equipment on the operations will be phased in and accomplished in accordance with the following principles:

- Employees will be offered the opportunity to become owner-operators on a voluntary basis. The number of employees owning or leasing equipment will not exceed twenty percent (20%) of the number of employees on the seniority list at date of ratification (Nov. 23/94).
- Offers to employees will be made on the basis of seniority with consideration given to the individual's skills and ability.
- Owner-operators will have the right to perform their own routine running maintenance and any minor repairs required.
- Other required repairs shall be carried out by the appropriate tradesman employed in job classifications as outlined in the wage schedule of the Collective Agreement, while the equipment is on the limits and work sites of the Company. It is however understood that this does not apply to work covered by the Manufacturers' original warranty.
- Owner-operators will be paid on the basis of production volume delivered to the Mill or such other schedule as may be appropriate.

Signed at Thunder Bay, Ontario, this 16th day of June, 2003.
Renewed and signed at Thunder Bay, Ontario this 1st day of
May, 2007.

For the Company:



Roger Barber
Vice President,
Ontario Woodlands

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Recognition/Jurisdiction

The parties agree that the following amended letter replaces the current letter re: Recognition / Jurisdiction on page 48 of the 1993-1998 Collective Agreement.

Recognition / Jurisdiction

During the term of the Collective Agreement, the Union and the Company agree to make their best efforts to reduce the Company's wood costs on their limit areas. In doing so, the Company will continue to provide employment to employees on the seniority list as of January 1, 1996, who shall be referred to as protected employees.

A list of these protected employees will be provided to the union. Further reductions, if any, to the protected list will be by attrition only. Attrition is defined as :

- Voluntary resignation
- Retirement
- Death
- Discharge for cause

The above protection does not preclude temporary cessation of operations due to inventory adjustments, reduced operating levels in the mills, fire, strike, 'Act of God' or other reasons beyond the control of the Company.

Originally signed at Thunder Bay, Ontario this 25th day of July,
1997.

Renewed and signed at Thunder Bay, Ontario this 1st day of
May, 2007.

For the Company:

For the Union:



Roger Barber
Vice President,
Ontario Woodlands



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Aitree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)
(hereinafter the "Company")

and

United Steelworkers Local 1-2693
(hereinafter the "Union")

Remote Contractors

WHEREAS the Company and the Union are parties to a Collective Agreement,

AND WHEREAS the parties are desirous of providing for Agreements covering Contractors (but not a Limit Contractor) and their employees working on the Company limits and work sites in the remote areas (Savant Lake, Armstrong and Brightsands Forest in the Graham Road area).

NOW THEREFORE the Company and the Union agree as follows:

- 1) The provision of Article 3.01 (b) of the Collective Agreement shall not apply where a Contractor (but not a Limit Contractor) pursuant to an agreement with the Company harvests wood on the Company's limits and work sites provided that the Contractor (but not a Limit Contractor) and the Union execute the Memorandum of Agreement attached hereto as Appendix "A."

- 2) The Company shall provide the Union with a copy of its contemplated agreement with the Contractor (but not a Limit Contractor) exclusive of price.

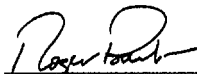
- 3) Unless otherwise agreed to, the Contractor (but not a Limit Contractor) Employer will not commence operation until the union has notified the Company that a Memorandum of Agreement has been signed.
- 4) Contractor (but not a Limit Contractor) operations covered by this memorandum producing wood for Bowater Canadian Forest Products Inc. - Thunder Bay Woodlands Operations shall cease if any Bowater employees are on lay off because of inventory adjustments. This does not include seasonal shutdown, half load restrictions or emergency situations.

Originally signed at Thunder Bay, Ontario this 25th day of July, 1997.

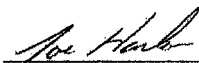
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

For the Union:



Roger Barber
Vice President,
Ontario Woodlands



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources

Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

APPENDIX "A"

MEMORANDUM OF AGREEMENT

Between:

(hereinafter referred to as the "Company")

- and -

United Steelworkers Local 1-2693
(hereinafter referred to as the "Union")

The above parties hereby agree that when operations are conducted by the Company on areas under Contractor (but not a Limit Contractor) Agreement with the Company, the following conditions apply:

- 1) Employees will be established on a seniority list consistent with Article 12.01 of the Collective Agreement between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693. The Company will provide the Union with a seniority list updated monthly or as required.
- 2) Employees will be paid bi-weekly according to the Wage Schedule, with the exception of walking distance and riding time, as set out in the Collective Agreement between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693.
- 3) The Contractor (but not a Limit Contractor) operator shall comply with Article 10.11 (b).
- 4) Union dues and initiation fees will be deducted and remitted to the Union Office consistent with Article V of the Collective Agreement between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693.

- 5) When operations are conducted on a full time basis (more than thirteen (13) weeks per year), the Company will provide a benefits package consistent with the Collective Agreement between the Company and the Union as follows:

Article XIV	Drug and Hospital Care Plans
Article XV	Life Insurance
Article XVI	Weekly Indemnity and Long Term Disability Plans
Article XVII	Bereavement Pay
Article XVIII	Jury Duty
Article XIX	Dental Care Plan
Article XX	Retirement Income Plan
Article XXI	Vision Care Plan

- 6) Adjustment of Grievances will be handled consistent with steps as outlined in Article VIII of the Collective Agreement between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693. It is understood that steps III and IV would involve representatives of Bowater Canadian Forest Products Inc.
- 7) It is the responsibility of the Company to ensure that all employees are adequately covered by Workers' Compensation benefits. It is understood that owner operators are considered employees of the Company.
- 8) This Agreement is for _____ cubic metres of wood harvested by _____ (time). Upon completion, this Agreement will terminate.
- 9) The Company and the Union agree to ensure to the utmost extent possible, the safety and physical welfare of the employees covered by this agreement. It is agreed that the Company and the Union shall co-operate collectively in maintaining and improving safety and first aid practices. The Company agrees to provide adequate communications including two-way radios at or near work sites. The Company and the Union agree to set up and maintain a joint safety committee to promote safe working conditions and practices consistent with Article 10.01 of the Collective Agreement between Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and United Steelworkers Local 1-2693.

- 10) Normal hours of work will not exceed forty (40) hours per week averaged over an agreed period of time. Premium time will be paid for hours worked outside the agreed schedule.

DATED at _____, **this** ____ **day** of _____ **200**__.

For the Company:

For the Union:

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

**Re: Contractors per Article 3.01 (a) & (b)
- Collective Agreement**

The parties mutually agree to the following process, which provides for utilization of contractors on the Company's Limits and worksites as per Article 3.01 (a) & (b) of the Collective Agreement.

The parties agree to delete the current Letter of Understanding on Employees of Contractors originally dated July 25, 1997, and renewed June 6, 1999, effective on **the** ratification of this Agreement.

All active employees currently on the Bowater seniority list that were hired by the respective contractors to work on Bowater limits, will be Bowater employees (non-protected). In addition, all inactive non-protected employees currently on the Bowater seniority list will become Bowater employees (non-protected) when and if, they are recalled within two **(2)** years of signing this Agreement.

The above group of employees is listed on Appendix #1 (**see** original letter on file for details Aug. 2, 2001).

Forty percent (40%) of the persons engaged in woods operations on the Limits and worksites of the Company that supply wood fibre to Bowater mills shall be Bowater employees who may **be** under the direction of a Limit Contractor. Limit Contractors are defined as contractors on Bowater Canadian Forest Products Inc. - Thunder Bay Woodlands Operations limits who employ and supervise workers on the Bowater seniority list and who do not have separate

Collective Agreements with United Steelworkers Local 1-2693, or are operating under a Third Party Agreement, as per Article 3:01 (c).

In addition, this Agreement and/or Letter does not change or impact upon the Remote Contractors Letter of Understanding, Article 3.01 (c) of the Collective Agreement, or the Letter of Understanding on protected employees including any previous practices with respect to protected employees.

The balance of persons engaged in woods operations on the Limits and worksites of the Company that supply wood fibre to Bowater mills may be employed by Additional Contractors.

1. Additional Contractors will initially include but are not limited to the following:
 - a) Shuniah Forest Products Ltd.
 - b) Firesteel Contractors Limited
 - c) Upsala Forest Products Limited
 - d) Rigato Contracting Inc.

The above group of initial "Additional Contractors" will continue to maintain their individual owner/operator arrangements as may be required and determined by the respective contractors.

2. These Additional Contractors will be required to each have a separate Memorandum of Agreement with United Steelworkers as outlined in Appendix 2 – Sample 1 & 2 [attached].
3. Additional Contractors can be added as necessary after discussion with the Union and each will be required to have a Memorandum of Agreement with United Steelworkers as noted above. The Agreement will not be unreasonably withheld by the Union. Conversely, any Additional Contractor could be deleted with due regard for overall seniority as outlined below.
4. All workers employed under the Additional Contractor Agreement will, in all respects, be employees of the Additional Contractors.

5. Employees of these Additional Contractors will be paid and provided benefits through their respective Contractors on their payrolls.
6. Employees of these Additional Contractors will be maintained on seniority lists specific to that Contractor.
7. There will be one (1) overall seniority list of all Additional Contractor employees covered under this Letter of Understanding with respective lists provided by the Contractors to Bowater who will maintain the overall seniority list. The parties will mutually agree on a protocol for determining the initial overall seniority list. Bowater shall supply the overall seniority list to United Steelworkers.
 - a) There will be no bumping by employees between Additional Contractors.
 - b) If an employee on lay-off from one of the Additional Contractors elects to fill a vacant position with one (1) of the other Additional Contractors and is successful, he will maintain his right of recall to his previous position with the former Additional Contractor for a period of one (1) year.
 - c) In the event an Additional Contractor operation ceases to exist (i.e., goes out of business or shuts down for an extended period of time), the Company will first determine the operational impact and requirements and implement one (1) of the following:
 - i) If it is determined the Additional Contractor operation needs to be replaced, the Company will undertake to replace the Additional Contractor. The affected employees will be given first preference for employment with the "new" Additional Contractor subject to seniority and qualifications.

- ii) If it is determined the Additional Contractor does not need to be replaced, affected employees will be given first preference in filling vacancies with other Additional Contractor operations subject to seniority and qualifications,

- 8. Employees interested in moving to another Additional Contractor operation will be required to contact Bowater's administration office and have their name added to a list for consideration. When a vacancy becomes available, interested employees will be contacted subject to seniority and qualifications.

Employees awarded with and filling a vacancy with another Additional Contractor as outlined above will be placed at the bottom of the seniority list with that Additional Contractor and will be removed from the seniority list of his former Contractor after successfully completing the thirty (30) day probationary period.

- 9. In all cases these employees will continue to maintain their seniority for the purpose of benefits, vacation pay, severance pay and filling vacancies as outlined above.
- 10. Additional Contractors will be responsible for all their Grievances and will be required to follow the Grievance procedure as outlined in the Bowater Collective Agreement. Bowater will only be involved prior to Arbitration for the purpose of ensuring compliance with Bowater policies and standards.

Originally signed at Thunder Bay, Ontario this 2nd day of August 2, 2001.

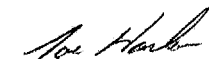
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

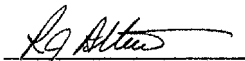
For the Union:



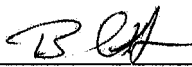
Roger Barber
Vice President,
Ontario Woodlands



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Appendix 2 – Sample 1

Memorandum of Agreement

between

Firesteel Contractors Limited

(hereinafter referred to as “the Company”)

and

United Steelworkers Local 1-2693

(hereinafter referred to as “the Union”)

The Union and Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations negotiate and establish by Agreement certain terms and conditions of employment and the parties hereto desire to promote and maintain harmonious relations between the employer and the employee. The parties hereto accept and agree each with the other to be bound by all terms, rates and conditions contained in the current Agreement between the Union and Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and as it may be changed or renewed from time to time by negotiations and/or by lapse of time, to the same extent as though the Company has executed such Agreement and such conditions are hereby made part of this Agreement and effective on the operations of the Company in the primary area described as:

Dog River Matawin.

However, it is understood that from time to time for operational reasons, Contractors may be moved from their primary operating areas for temporary periods of time. Should it be necessary, the parties shall meet in advance with the intent of accommodating the move, providing the move does not negatively impact other contractor operations.

Dated in Thunder Bay, Ontario, this day of , 200_.

For the Company:

For the Union:

Appendix 2 – Sample 2

Memorandum of Agreement

between

Rigato Contracting Inc.

(hereinafter referred to as “the Company”)

and

**United Steelworkers Local 1-2693
(hereinafter referred to as “the Union”)**

The Union and Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations negotiate and establish by Agreement certain terms and conditions of employment and the parties hereto desire to promote and maintain harmonious relations between the employer and the employee. The parties hereto accept and agree each with the other to be bound by all terms, rates and conditions contained in the current Agreement between the Union and Bowater Canadian Forest Products Inc. – Thunder Bay Woodlands Operations and as it may be changed or renewed from time to time by negotiations and/or by lapse of time, to the same extent as though the Company has executed such Agreement and such conditions are hereby made part of this Agreement and effective on the operations of the Company in the primary area described as:

Water crossing Installation and repairs in all areas of the Company's Limits and worksites, and any road construction work limited to those areas within the immediate proximity to water crossings, including bridges and culverts, and/or in other locations away from traditional harvesting areas serviced by other contractors.

Dated in Thunder Bay, Ontario, this day of , 200_.

For **the** Company:

For the Union:

Letter of Understanding
between
Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)
And
United Steelworkers Local 1-2693

Surge Hiring

The parties agree that in recognition of the need at certain times of the year to temporarily increase the work force, the Company can hire new employees, without posting the jobs, and provided no qualified employees are on lay-off (does not include those who have accepted a voluntary lay-off) and available for work, for a period of up to seventy-five (75) days worked. Such employees will be governed by the terms and conditions of the Collective Agreement, saving and except the following:

Article XIV	Drug and Hospital Care Plans
Article XV	Life insurance
Article XVI	Weekly Indemnity Plan/Long Term Disability Benefit Plan
Article XVII	Bereavement Pay
Article XVIII	Jury Duty/Subpoenaed Witness Allowance
Article XIX	Dental Care Plan
Article XX	Retirement Income Plan
Article XXI	Vision Care Plan

Employees that have not posted to another position and had no other option but to go to another commuter operation to maintain employment shall have the option of returning to their commuter operation provided they are qualified for the position to be surged prior to a surge employee.

Upon completion of the work required, surge employees will be laid off, and will have no rights to recall or to the job posting procedure. It is not the intent to utilize surge hiring to cause an extended layoff.

Surge employees shall have no vote in ratification and/or strike

votes.

'One day worked equals one eight hour shift OR, one ten hour shift

Originally signed at Thunder Bay, Ontario this 2nd day of August 2001.

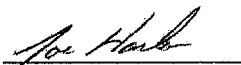
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

For the Union:



Roger Barber,
Vice President,
Ontario Woodlands



Joe Hanlon
United Steelworkers
Local 1-2693



Bruce Frost
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Scheduling of Operations (10 Hour Shifts)

To optimize the efficiency of woodlands operations the employer reserves the right to operate on a six (6) day per week basis. Employees will normally be scheduled for forty (40) hours per week.

The following provisions of the Collective Agreement shall be amended:

Hours of Work - Article XI

- a) It is understood the Work Week schedule will average forty (40) hours per week, ten (10) hours per day, Monday to Saturday inclusive. Schedules will be worked out on a local basis and will include two consecutive days off wherever possible. To facilitate these schedules, the Sunday night shift may be included.

The Company will provide at least two (2) weeks notice to all employees affected by a change in the schedule from ten (10) hours to eight (8) hours or vice versa. It is agreed that changes to the schedule will coincide with the end of a pay period.

- b) Shift Schedule - 10 hour shift

The first shift shall consist of ten (10) consecutive hours, meal time excepted, and shall commence at 6:00 a.m. or after, The second shift shall consist of ten (10) consecutive hours, meal time excepted, and shall commence prior to 7:00 p.m. and shall carry a shift

differential of fifty-six cents (56¢) per hour.

It is understood that the early start up schedule in effect for truck drivers is not affected.

c) Shift Differential

Shift differential shall **be** paid in accordance with the Agreement, i.e. on "night" or "second" shift.

d) Reporting Pay

It is understood for employees scheduled on a regular ten (10) hour shift, "one-half day" shall **be** interpreted as five (5) hours pay; "full day" shall be interpreted as ten (10) hours pay and wherever "four (4)" appears, this shall **be** interpreted to mean "five (5)."

e) Overtime

For employees scheduled on ten (10) hour shifts, time-and-one-half shall apply for all time worked in excess of ten (10) hours per shift, and for all hours outside of his regular scheduled hours of work. Double time will be paid after ten (10) hours of work on an employee's designated day off and on a Sunday.

f) Call-in

For an employee scheduled on a ten (10) hour shift, who is called in, and who continues to work into his shift, 11:07 shall apply after the employee has completed ten (10) hours work exclusive of the time worked prior to his starting time.

g) Travel Time

When operating on a six (6) day, ten (10) hour shift schedule, any travel time in excess of one and one-half (1-½) hour each way from the marshalling point will be done during the normal ten hour shift.

h) **Job Postings**

Job postings will stipulate eight hour shifts or ten (10) hour shifts as applicable.

Vacation With Pay - Article Vi

For purposes of this Article, an employee who is working a ten (10) hour schedule shall have his vacation accrual credited with five (5) days in any week in which all scheduled shifts are worked. An employee who works less than his schedule, shall be credited with actual days worked during that week.

Holidays With Pay - Article VII

- a) **Qualified** employees not working on a holiday shall be paid for ten (10) hours at their regular rate of pay if the holiday falls on their scheduled day off, or ten (10) hours at their regular rate of pay if the holiday falls on their scheduled work day.
- b) An employee requested to work on any holiday shall be paid at the rate of time and one-half for his regularly scheduled hours of work, at the rate of double time after his regularly scheduled hours of work. In addition and if qualified, shall receive ten (10) hours pay in lieu of the holiday.
- c) Notwithstanding the scheduled shift hours, an employee granted a floating holiday shall receive ten (10) hours pay.

Bereavement Pay - Article XVII

For employees working a ten (10) hour shift schedule, this clause will be administered on the basis of payment for each regular shift missed, but in no event shall the total paid exceed forty (40) hours pay in the case of death of mother, father, spouse or children, nor exceed twenty-four (24) hours pay in the case of death of other specified family members.

Jury Duty/ Subpoenaed Witness Allowance - Article XVIII

Employees will be paid the difference between payment received for such duties and their regular pay they would have received for each scheduled shift **lost**.

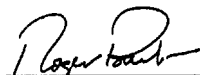
This special agreement is subject to the approval by the Director appointed under the Employment Standards Act of Ontario following a joint application by the Union and the Company.

Signed at Thunder Bay, Ontario this 16th day of June, 2003.

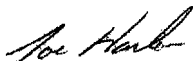
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

For the Union:



Roger Barber
Vice President,
Ontario Woodlands



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Altree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

Working Zones Re: Article XII Seniority

The work force is divided into working zones:

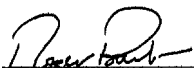
- Zone 1 - Thunder Bay
- Zone 2 - Ignace
- Zone 3 - Dorion

Zone changes will be discussed with the Union before being implemented.

Signed at Thunder Bay, Ontario, this 16th day of June, 2003.

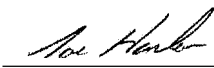
Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:



Roger Barber
Vice President,
Ontario Woodlands

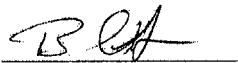
For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Aintree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

United Steelworkers Local 1-2693
P. O. Box 2384
Thunder Bay, Ontario
P7B 5E9

Dear Sir:

Re: Dental Plan

This letter will confirm **our** understanding regarding the continuation of coverage for an employee who is off work **due** to lay-off or Leave of Absence.

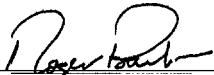
This Company's interpretation shall be to the effect that, provided a prescribed course of treatment has commenced prior to the end of the month following the month in which lay-off or Leave of Absence has occurred, services provided under the prescribed course of treatment will be covered under the **terms** and benefits of the plan.

A course of treatment is defined as a planned program of one or more procedures or services, rendered by one or more dentists, for the correction of a dental condition diagnosed by the attending dentist as the result of an oral examination. The course of treatment begins on the date a dentist first renders treatment to correct the diagnosed dental condition. (It should be remembered that whenever the charges of a dentist for a proposed course of treatment are expected to be \$200.00 or more, the treatment program must be filed (through **use** of the normal claim form) with the Company prior to the commencement of the course of treatment.)

Originally signed at Thunder Bay, Ontario this 24th day of September, 1976.

Renewed and signed at Thunder Bay this 16th day of June, 2003.

Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

A handwritten signature in black ink, appearing to read "Roger Barber", written over a horizontal line.

Roger Barber
Vice President,
Ontario Woodlands

Letter of Understanding

between

Bowater Canadian Forest Products Inc.
(Thunder Bay Woodlands)

and

United Steelworkers Local 1-2693

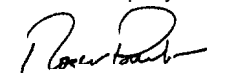
Redundant Contract Language

The parties have met and agree to set aside the following redundant contract language and classifications until such time as they may be reactivated or become pertinent to the operations.

Originally signed at Thunder Bay, Ontario this 6th day of June, 1999.

Renewed and signed at Thunder Bay, Ontario this 1st day of May, 2007.

For the Company:

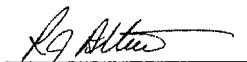


Roger Barber
Vice President,
Ontario Woodlands

For the Union:



Joe Hanlon
President,
United Steelworkers
Local 1-2693



Bob Aitree
Manager, Human Resources



Bruce Frost
Financial Secretary,
United Steelworkers
Local 1-2693

WAGE SCHEDULE
September 1, 1996 to August 31, 1998

	Sept. 1, 1996	Sept. 1, 1997
Bodyman - Mechanic "A" Class	24.63	25.33
Bodyman - Mechanic "B" Class	22.85	23.55
Chipper Utility Man	21.59	22.29
Helper, Bulldozer, Loader, Forwarder	20.43	21.13
Machinist "A" Class	24.63	25.33
Machinist "B" Class	22.85	23.55
Operator, Crane (with certificate)	22.71	23.41
Operator, Crane (without certificate)	21.88	22.58
Operator, Crane (under training)	21.42	22.12
Operator, Feller Forwarder	22.03	22.73
Operator, Limber - Slasher	22.03	22.73
Operator, Outfeed, Processor Manual	21.28	21.98
Operator, Outfeed, Processor Mechanical	21.53	22.22
Operator, Pettibone Super 30	21.53	22.22
Operator, Scraper	21.62	22.32
Operator, Tractor, Wheeled	20.28	20.98
Slasberman, Loader Operator (Automated Slasher)	22.06	22.76
Top Loader	22.79	23.49
Truck Driver, Four Wheel Drive	21.30	22.00
Truck Driver, Steam Cleaner	20.92	21.62

PIECEWORK RATES:

CUTTING AND SKIDDING - TREE LENGTH
(Wheeled Skidders - Rubber Tired)

RATES

Rates per tree length piece, butt diameter measure as per the following schedule:

The Company will supply each crew with a skidder with winch, fuel and skidding equipment.

SUPPLEMENT TO PIECEWORKERS

A supplement of seventy-three cents (73¢) per hour will be paid to pieceworkers.

MEASUREMENT

Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations. Butt diameter measurement shall be clearly marked on the butt of each tree length by the scaler.

BONUS

No Cutting Bonus in addition to Schedule Rates.

No Poor Bush Bonus to be paid on pulpwood or by-products.

CREW SIZE

The number of employees in each cut and skid crew shall not exceed three (3) at any time.

SKIDDING DISTANCE

Skidding distance shall not exceed six hundred (600) feet in any strip or block.

STRIP CUTTING

Every attempt will be made to assign adjoining alternate strips. If these two strips yield **less** than thirty (30) cords, each crew member will be paid one hour at the Feller (Tree Length Skidding) rate.

The Company will not normally exceed six hundred (600) **feet** when cutting strips. Skidding distance shall not exceed six hundred (600) feet in each strip. Exceptions will be dealt with on a local basis.

WALKING AND RIDING TIME

Payment for Walking and Riding Time shall be computed in accordance with Subsection (c) (Walking Distance and Riding Time).

SORTING BONUS

When, at Company request, the crew is required to sort wood by species, 2.86% of base earnings will be paid.

If further sorting is required, an additional 1.43% or a total of 4.29% of base earnings will be paid.

SKIDWAY PREPARATION

Company will endeavour to clear skidway sites. Where this is done by the crew at Company request, 7.62% of base earnings will be paid.

PIECEWORK TREE LENGTH RATES (METRIC)
PRICE PER TREE - PULPWOOD

Butt Diam. (cm)	<u>Spruce &</u>	<u>Jackpine</u>	<u>Rough</u>
	<u>Balsam</u>		<u>Poplar</u>
	<u>Sept. 1/93</u>	<u>Sept. 1/93</u>	<u>Sept. 1/93</u>
10	0.551	0.418	
12	0.551	0.418	
14	0.836	0.721	0.521
16	1.095	1.041	0.793
18	1.504	1.463	1.159
20	1.899	1.855	1.453
22	2.335	2.270	1.772
24	2.842	2.736	2.136
26	3.420	3.250	2.494
28	4.033	3.858	2.992
30	4.555	4.311	3.530
32	4.941	4.596	3.900
34	5.290	4.818	4.103
36	6.059	5.371	4.571
38	6.835	5.974	5.097
40	7.729	6.521	5.602
42	8.666	7.105	6.117
44	9.598	7.805	6.672
46	10.853	8.452	7.200
48	12.323	9.114	7.776
50	13.623	9.786	8.342
52	14.766	10.466	8.892
54	15.981	11.143	9.449
56	18.646	11.812	10.033
58	20.293	12.485	10.596
60	21.517	13.159	11.165
62	22.715	13.837	11.746
64	24.103	14.512	12.328
66	25.367	15.216	12.916
68	26.534	15.898	13.561
70	27.676	16.568	14.240
72	28.833	17.252	14.951
74	29.994	17.951	
76	31.153	18.634	
78	32.310	19.313	
80	33.459	19.993	
82	34.804	20.728	
84	35.717		
86	36.852		
88	37.837		
90	38.746		
92	39.651		
94	40.592		
96	41.622		
98	42.603		

CUTTING AND SKIDDING (FULL TREE) (Wheeled Skidders • Rubber Tired)

RATES

Rates per tree length piece, butt diameter measure as per the following schedule:

The Company will supply each crew with a skidder with winch, fuel and skidding equipment.

SUPPLEMENT TO PIECEWORKERS

A supplement of seventy-three cents (73¢) per hour will be paid to pieceworkers.

CREW SIZE

Crew will consist of a maximum of two (2) men.

SKIDDING DISTANCE

- (i) Maximum skidding distance nine hundred (900) feet when skidway placement not adjacent to gravel or brush mat road.
- (ii) Maximum skidding distance one thousand two hundred (1,200) feet when skidway placement adjacent to gravel or brush mat road.

MEASUREMENT

- Butt diameter measure to be made in accordance with Ontario Government Scaling Regulations. Butt diameter to be clearly marked on each butt by the Scaler.

BONUS

- No cutting bonus to be paid in addition to the scheduled rates.
- No poor bush bonus to be paid on pulpwood or by-products.

SORTING BONUS

When, at Company request, the crew is required to sort wood, 2.86% of base earnings will be paid.

If further sorting **is** required, an additional 1.43% or a total of 4.29% of base earnings **will** be paid.

SKIDWAY PREPARATION

Where skidway sites are prepared by **the** crew, 7.62% of base earnings will **be** paid.

WALKING AND RIDING TIME

Payment for Walking and Riding Time shall be computed in accordance with subsection (c) of the Wage Schedule (Walking Distance and Riding Time).

CUTTING AND SKIDDING FULL TREE
(WHEELED SKIDDER)
METRIC RATES PER TREE

<u>Butt Diam.</u> <u>(cm.)</u>	<u>Spruce & Balsam</u> <u>Sept. 1/93</u>	<u>Jackpine</u> <u>Sept. 1/93</u>
12	0.378	0.318
14	0.571	0.540
16	0.821	0.781
18	1.131	1.096
20	1.422	1.393
22	1.753	1.705
24	2.131	2.052
26	2.569	2.435
28	3.028	2.894
30	3.417	3.235
32	3.706	3.446
34	3.969	3.614
36	4.545	4.028
38	5.125	4.480
40	5.793	4.891
42	6.499	5.329
44	7.197	5.853
46	8.138	6.338
48	9.245	6.835
50	10.217	7.340
52	11.073	7.849
54	11.985	8.357
56	13.982	8.859
58	15.217	9.364
60	16.136	9.868
62	17.037	10.379
64	18.073	10.882
66	19.025	11.413
68	19.900	11.923
70	20.755	12.427
72	21.626	12.939
74	22.495	13.464
76	23.367	13.978
78	24.234	14.485
80	25.093	14.993
82	26.105	15.544
84	26.789	
86	27.640	
88	28.376	
90	29.058	
92	29.740	
94	30.444	
96	31.213	
98	31.953	

Letter of Understanding

between

Bowater Forest Products Division
(Thunder Bay Woodlands Operations)

and

United Steelworkers Local 1-2693

Piecework Operations

The Company will maintain separate operating areas for day work and piecework harvesting operations. Transportation separate from day workers will be supplied for pieceworkers.

Originally signed at Thunder Bay, Ontario this **23rd** day of November, **1994**.

Renewed and signed at Thunder Bay, Ontario this **6th** day of June, **1999**.

Roger Barber
Vice-president, Ontario and
New Brunswick Woodlands

Wilf McIntyre
President, I.W.A.
Canada - Local 2693

R. J. Knauff
Woodlands Manager, Thunder Bay

Joe Hanlon
1st Vice-president, I.W.A.
Canada - Local 2693

Letter of Understanding

between

Bowater Forest Products Division
(Thunder Bay Woodlands Operations)

and

United Steelworkers Local 1-2693

Commuter Allowance

The parties recognize that an employee who is not a resident within a reasonable riding distance of a recognized commuter operation may have no alternative but to transfer from a live-in camp to a commuter operation in order to maintain employment.

In recognition of the above, the Company agrees to pay to such employee, effective from date of signing of this Letter, an allowance of fifteen (\$15.00) per day for each day that he or she is scheduled for and is available for work, in addition to any other payment provided by provisions of the Agreement related to Commuters.

The employee shall continue to receive this allowance for a maximum of 100 days, or until such time that:

- a) The employee returns in accordance with the provisions of **Article XII - Seniority** to employment in a camp where board and lodging is made available or;
- b) the employee has established himself as a resident of the operation to which **he** or she has transferred or;
- c) the employee elects not to fill a vacancy at a camp operation where board and lodging is made available or on a commuter operation of which he or she is resident and for which the employee is qualified;

- d) he or she is laid off in accordance with Article XII - Seniority; whichever occurs first.

Originally signed at Thunder Bay, Ontario **this 23rd** day of November, **1994**.

Renewed and signed at Thunder Bay, Ontario this **6th** day of June, **1999**.

For the Company:

For the Union:

Roger Barber
Vice-President, Ontario and
New Brunswick Woodlands

Wilf McIntyre
President, I.W.A.
Canada – Local 2693

R. J. Knauff
Woodlands Manager, Thunder Bay

Joe Hanlon
1st Vice-president, I.W.A.
Canada - Local 2693

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